

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Stephen B. Alcott

DTE 1-1 Refer to Exh. SBA 1, Summary Tables 1 through 7. Please provide the underlying data in Microsoft Excel format.

RESPONSE: The data underlying Summary Tables 1 through 7 is interrelated with the data underlying Schedules R-1 through R-10. Therefore the requested excel files have been included in response to DTE 1-2.

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RESPONDENT: Stephen B. Alcott

DTE 1-2 Refer to Exh. SBA 1, at 1 of 29, Supporting Details for Cost of Service & Rate Case, Schs. R-1 through R-10. Please provide the underlying data in Microsoft Excel format the underlying data and all calculations and workpapers supporting the numbers presented in your response.

RESPONSE: A compressed file named "DTE1-2 Attachment.zip" has been included on the CD-ROM included with the filed responses submitted to the Department. The compressed file includes the following excel files which the requested underlying data and calculations.

AdministrativeCosts.xls
BillingData2004.xls
BillingData2005.xls
BillingData-detailed.xls
FinancialData.xls
MiscellaneousCharges.xls
PropertyTaxes.xls
PurchasedPower.xls
Schedule R8-IncomeTaxes.xls
Schedules A-3 & A-4.xls
Workpaper#1-BASUM.xls

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RESPONDENT: Stephen B. Alcott

DTE 1-3 Refer to Mr. Alcott's prefiled testimony at 5-6. Please provide an account-by-account itemization of Plymouth's plant account balances for the years 1992 through 2005. Please provide the underlying data in Microsoft Excel format and all calculations and workpapers supporting the numbers presented in your response.

RESPONSE: The attached table sets forth itemized plant account balances for the referenced period. This data is based on the Company's Annual Returns to the DTE. The attached table has been submitted by email to the Department as an excel file.

The referenced testimony indicates that the book cost of plant in 1992 was approximately \$1.7 million and that as of 12/31/05 the cost is approximately \$3.7 million. The attached table shows \$1,736,609 for 1992 but only \$3,402,603 for 2005, which are the amounts included in the Company's Annual Returns. The testimony reference to \$3.7 million included the proposed adjusting correction of \$303,147 set forth on Schedule A-1 of Exhibit SBA-1.

PLANT INVESTMENT -- PER DTE ANNUAL RETURNS

Acct. No.	ACCOUNT TITLE	12/31/92	12/31/93	12/31/94	12/31/95	12/31/96	12/31/97	12/31/98	12/31/99	12/31/00	12/31/01	12/31/02	12/31/03	12/31/04	12/31/05
101	Organization			\$456	\$456	\$456	\$13								
103	Land	\$147,000	\$147,000	147,000	147,000	147,000	147,000	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000
104	Structures	1,066,512	1,066,512	1,066,512	1,066,512	1,066,512	1,104,474	1,104,474	1,104,474	1,104,474	1,104,474	1,104,474	1,835,705	1,353,659	1,380,660
105	Pumping Plant Equipment	67,585	67,585	67,585	67,585	67,585								266,111	266,111
106	Misc Pump Plant Equip	27,149	27,149	27,149	27,149	27,149	82,985	82,985	82,985	82,985	82,985	82,985	82,985	236,333	236,333
107	Purification System			726	726	726		60,311	60,311	60,311	60,311	64,724	64,724	127,311	127,311
108	T& D Mains	303,147	303,147	303,147	303,147	303,147	426,000	474,514	519,900	519,900	519,900	519,900	1,118,515	1,118,515	1,118,515
109	Services	33,939	33,939	33,939	33,939	37,302									
110	Customer's Meters	21,910	22,136	23,669	23,669	36,349	30,361	52,205	61,209	66,722	71,651	82,509	95,085	106,508	113,178
111	Customer's Meter Installations	7,525	7,620	7,620	7,620	10,750									
112	Hydrants	61,103	61,103	61,103	61,103	61,103									
113B	Misc. Expenditures								933	933	933	933	933	933	933
Total Plant Investment		1,735,870	1,736,191	1,738,906	1,738,906	1,758,079	1,790,833	1,921,489	1,976,812	1,982,325	1,987,254	2,002,525	3,344,947	3,356,370	3,390,041
114	Office Equipment					384	1,986	5,081	5,081	5,081	7,450	8,065	9,288	12,562	12,562
115	Shop Equipment														
116	Stores Equipment														
117	Transportation Equipment					4,908	14,605	14,605	14,605	14,605	22,418	22,418			
118	Laboratory Equipment														
119	Miscellaneous Equipment	739	739	739	739	739									
Total General Equipment		739	739	739	739	6,031	16,591	19,686	19,686	19,686	29,868	30,483	9,288	12,562	12,562
TOTAL PLANT IN SERVICE		1,736,609	1,736,930	1,739,645	1,739,645	1,764,110	1,807,424	1,941,175	1,996,498	2,002,011	2,017,122	2,033,008	3,354,235	3,368,932	3,402,603
201	Unfinished Construction										161,326	452,423			
202	Misc (plant held for future use)														
TOTAL COST OF ALL PROPERTY		\$1,736,609	\$1,736,930	\$1,739,645	\$1,739,645	\$1,764,110	\$1,807,424	\$1,941,175	\$1,996,498	\$2,002,011	\$2,178,448	\$2,485,431	\$3,354,235	\$3,368,932	\$3,402,603

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RESPONDENT: Stephen B. Alcott

DTE 1-4 Refer to Mr. Alcott's prefiled testimony at 5. Please provide all capital project work orders along with the final costs associated with each work order for the period from January 1, 1992, through December 31, 2005. As part of this response, provide any change orders associated with the work orders. If such materials do not exist in the form of capital project work orders, describe the way in which the Company maintains its plant records.

RESPONSE: The materials do not exist in the form of capital project work orders. The Company maintains its plant records in a standard system of accounting for fixed assets. Invoicing for asset purchases (not capital projects) are accumulated by year and recorded in the company's records. Capital projects differ only in that the accumulation of AIA forms progress billings (the Company uses the American Institute of Architects form for progress billings) are used to develop the total cost of the project. The cost of large capital projects may also include engineering and design studies, consulting fees, filing fees and other costs which are required to bring a new system on line. All purchase records are kept in a binder corresponding to the year of purchase. Operational records such as manuals, design schematics, parts lists and guarantees (if appropriate) are secured at the appropriate pump station for operational reference purposes.

The Company has attached an original copy and has filed in electronic format, copies of capital project documentation covering the period from 1997 through 2005 which consists of approximately 150 pages. Documentation of prior construction is not available.

PLYMOUTH WATER COMPANY RESPONSES TO
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D.T.E. 06-53

RESPONDENT: Stephen B. Alcott

DTE 1-5 Refer to Mr. Alcott's prefiled testimony at 7. Please provide, on an account-by-account basis, the Company's operating and maintenance expenses for 1992 as compared with 2005.

RESPONSE: Please see attached tabulation.

OPERATING EXPENSES - 12 MONTHS

Account No.	ACCOUNT TITLE	12/31/1992	Change	Test Year 12/31/2005
	SOURCE OF WATER SUPPLY EXPENSES:			
601.1	Maint of Water Supply Buildings and Fixtures	\$467	\$10,355	\$10,822
601.2	Maint - Pumping Station & Grounds	0	0	0
601.3	Maint of Wells	0	0	0
602	Purchased Water For Resale	0	0	0
	Total Source of Water Supply Expenses	467	10,355	10,822
	PUMPING EXPENSES:			
603.1	Pumping Labor	0	32,954	32,954
603.2	Pumping Fuel	0	0	0
603.4	Electric Power Purchased	8,932	17,412	26,344
603.5	Misc Pumping Station Supplies & Expenses	0	4,325	4,325
604.1	Maint of Power Pumping Bldgs & Fixtures	0	13,641	13,641
604.2	Maint of Pumping Equipment	2,623	2,903	5,526
604.3	Maint of Misc. Pumping Equipment	715	1,111	1,826
	Total Pumping Expenses	12,270	72,346	84,616
	PURIFICATION EXPENSES:			
605.1	Purification Labor	0	27,682	27,682
605.2	Purification Supplies and Expenses	0	12,909	12,909
606.1	Maint of Purification Bldgs & Fixtures	0	0	0
606.2	Maint of Purification Equipment	0	0	0
	Total Purification Expenses	0	40,591	40,591
	TRANSMISSION & DISTRIBUTION EXPENSES:			
607	Inspecting Customer's Installations	0	10,647	10,647
	Cross Connection Program	0	0	0
608	Misc Trans and Dist Supplies and Expenses	320	1,027	1,347
608-A	Misc Trans and Dist Labor	0	0	0
609.1	Maint of Trans and Dist Bldgs and Fixtures	0	75	75
609.2	Maint of Trans and Dist Mains	0	0	0
609.3	Maint of Storage, Res., Tanks & Standpipes	0	0	0
609.4	Maint of Services	21	(21)	0
609.5	Maint of Meters	90	155	245
609.6	Maint of Hydrants	675	11,205	11,880
	Total Transmission & Distribution Exp	1,106	23,088	24,194
	GENERAL & MISCELLANEOUS EXP:			
610.1	Salaries of General Officers and Clerks	8,650	20,144	28,794
610.2	General Office Supplies and Expenses	6,448	(1,685)	4,763
610.3	Law Expense (& other professional services)	0	7,123	7,123
610.4	Insurance	1,000	6,316	7,316
610.5	Accidents and Damages	0	0	0
610.6	Store Expenses	0	0	0
610.7	Transportation Expenses	64	(64)	0
610.8	Inventory Adjustments	0	0	0
610.9	Maint of General Structures	0	0	0
610.10	Depreciation	21,831	59,793	81,624
610.11	Miscellaneous General Expenses	10,898	9,187	20,085
	Total General & Miscellaneous Expenses	48,891	100,813	149,704
	TOTAL OPERATING EXPENSES	\$62,734	\$247,193	\$309,927

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D.T.E. 06-53

RESPONDENT: Stephen B. Alcott

DTE 1-6 Refer to Mr. Alcott's prefiled testimony at 8 and Sch. R-10. Please provide all documents, workpapers, calculations, assumptions, etc., which support the \$97,343 original cost of the land associated with Well No. 2.

RESPONSE: The original cost of the land associated with Well No. 2 is not definitively known. It was acquired by the original developer of Pond Properties, a residential housing development, as part of the total land acquisition for that development. The amount \$97,343 comes from the settlement agreement in the Company's prior rate case, DPU 91-254. A copy of Schedule E1 from that agreement is attached. As indicated on Schedule R-10 filed in this proceeding, the amount, \$97,343, was subtracted from the full fair value, \$1,425,000, to arrive at the proposed adjustment. It was not intended to represent the original cost of the land associated with Well No. 2.

Note: The following sentence was included on Schedule R-10: "This reduction was made specifically to remove the cost of the land at Well Site #2 from water rates charged to the Company's customers." The witness believes this sentence could be misconstrued and submits the following revision: "This reduction was made specifically to remove the assumed cost of the land at Well Site #2 from water rates charged to the Company's customers." It is the witness' memory that there was genuine uncertainty about what value should be associated with the land at Well Site #2 and deducting the amount of \$97,343 seemed reasonable for settlement purposes.

SCHEDULE E-1

RATE BASE

	Test Year	Additional Adjust	Per Settlement
Plant in Service	\$1,634,990	\$663,461	2,298,451
Less:			
Reserve for Depreciation	29,450	0	29,450
Net Plant	\$1,605,540	\$663,461	\$2,269,001
Add:			
Materials and Supplies	\$0	\$0	\$0
Cash Working Capital	15,221	(1,016)	14,205
	\$15,221	(\$1,016)	\$14,205
Less:			
Customer Contributions	\$0	\$0	\$0
Connect. Fees	0	1,460,000	1,460,000
System Development Capital Fees	0	0	0
Reserved for Deferred FIT	0	0	0
Pre-1971 Unamortized ITCs	0	0	0
	\$0	\$1,460,000	\$1,460,000
RATE BASE	\$1,620,761	(\$797,555)	\$823,206

Additional Adjustments - Plant Investment: Represents build-out of \$1,071,821 less the following:

Organization	\$10,000	
Land	97,343	(proposed Well No. 2)
Water Tank	100,000	
Pumping Structures	68,141	(including 25% existing)
General Office Structures	75,000	
Pumping Plant Equipment	75,000	(proposed Well No. 2)
Miscellaneous Investments	20,000	
	\$445,483	
Existing Well No 2 (Excluded)	62,327	
Book Adjustment - Water Tank	(100,000)	see note below
Total Rate Base Excluded	\$407,810	

Note: as \$100,000 of water tank removed from rate base in DPU 90-91, and not reflected on balance sheets, need to put back this portion onto balance sheets for financial (not ratemaking) purposes to prevent double-counting adjustment.

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D.T.E. 06-53

RESPONDENT: Stephen B. Alcott

DTE 1-8 Refer to Exh. SBA- 1, at 14, and Sch. A-1, at 21. Please explain why the Company reallocated its plant investment among various accounts during 1997.

RESPONSE: Please see response to DTE 1-9.

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D.T.E. 06-53

RESPONDENT: Stephen B. Alcott

DTE 1-9 Refer to Exh. SBA- 1, at 14, and Sch. A-1, at 21. Please provide a breakdown of the \$303,147 in transmission and distribution mains that had been omitted from the Company's 1997 Annual Return. As part of this response, explain why the Company did not account for approximately 87 percent of its plant additions for that reporting year.

RESPONSE: The omission was inadvertent. At the time of preparing its 1997 Annual Return the Company was dealing with significant data problems in that the records from prior years were not well organized and did not provide the details to properly report the entries required in the Department's system of accounts as required on the Annual Return forms. As a result the Company performed a reconciliation with what it understood the financial data to be and prepared the 1997 Annual Return accordingly. (As noted on page 1 of the Attachment to the witness's prefiled testimony, there was a change in the personnel in charge of the Company's bookkeeping in 1999 when the present owners took charge, in part, because of the unsatisfactory nature of the recordkeeping and reporting. The challenges faced by the new personnel included preparing the overdue returns for several years, including 1997.)

As part of its preparation of the instant rate case the omission of \$303,147 was discovered. Based on the witnesses review and analysis of the historic records it was deemed reasonable to assign the omitted amount to transmission and distribution. A breakdown of the omitted amount is not available.

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D.T.E. 06-53

RESPONDENT: Stephen B. Alcott

DTE 1-10 Refer to Exh. SBA-1, at 14, and Sch. A-2, at 22. Please explain the
“Reclassification Adjustments” provided in this schedule.

RESPONSE: The reclassification adjustments are based on a review of the plant account balance data for the years preceding the 1997 report. The 1997 report aggregated a number of the plant accounts as described in response to DTE 1-8. These adjustments act as a reversal of that aggregation.

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RESPONDENT: Stephen B. Alcott

DTE 1-11 Refer to Exh. SBA-1, Table 1. Please provide an itemized explanation of
the \$1,949 in test year miscellaneous revenues.

RESPONSE: Disconnection/Restoration Charges	\$ 175
Meter Test Charges	385
Bounced Check Charges	280
Insurance claim payment	<u>1,109</u>
Total Misc. Revenues	<u>\$1,949</u>

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RESPONDENT: Ellen Kitchell

DTE 1-13 Please provide a copy of the Company's most recent capital expenditures plan. If such a plan does not exist in written form, provide a summary of Company's anticipated capital expenditures for the year 2006 through 2010.

RESPONSE: Please see attached "Anticipated Capital Improvements & Capital Maintenance."

The Plymouth Water Company
133 Raymond Road, Plymouth, Massachusetts 02360

Anticipated Capital Improvements & Capital Maintenance
(Originally Developed in 2004)

Bolded Items: Areas which the company would like to address over the next two years if finances permit.

Well Site #1	
▪ Well Cleaning	15,000 (Estimated)
▪ KOH Pump Upgrades	3,000 (Estimated)
▪ Roadway Construction	35,000 (Estimated)
▪ Fence Upgrades and Landscaping	15,000 (Estimated)
▪ Repair/replace System Pumps	60,000 (Estimated)
▪ Replace VFD units	45,000 (Estimated)
▪ Clean and Restore Exterior of 2,000,000 gallon Storage Tank	58,700 (Wash, Repair, and Resurface – Natgun Quote)
Well Site #2	
▪ Purchase Back-up Generator	30,000 (Estimated)
▪ Well Cleaning (10 years out)	20,000 (Estimated)
▪ Enclose Site and Landscape	47,000 (Fencing <u>Complete</u> - Cost \$27,000)
Distribution System	
▪ Establish and Implement Annual Distribution Maintenance Plan	5,000 (Estimated)
▪ Hydrant Maintenance	15,000 (<u>Complete</u> 2005 by Sarian – Cost \$11,467)
▪ Gate Valve Maintenance	8,750 (<u>Complete</u> 2006 by Sarian – Cost \$9,393)
▪ Design and Implement Leak Detection Program As Needed	2,500 (<u>Complete</u> 2006 by Sarian – Cost \$1,638)
▪ Conversion of Older Services to Radio Read Frequency System (All new services are installed with RRF)	TBD
Administrative Operations	
• New Billing Software and Computer Systems	65,000 (Estimated)

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D.T.E. 06-53

RESPONDENT: Stephen B. Alcott

DTE 1-14 Refer to Exh. SBA-1, Table 5. Please provide all workpapers, calculations, assumptions, etc., used to derive Plymouth's proposed charges for: (1) disconnection and restoration charge; (2) charge for testing meter; (3) cross connection testing charge; and (4) bounced check charge.

RESPONSE: Please see attached table. An excel file version of this table is included in the response to DTE 1-2.

Analysis of Miscellaneous Charges & Fees - Structure

			Cost per Unit	Typical Units	Cost / Occurrence	Proposed Charge
Bounced Check Charges						
		5% Markup				
Bank Reclear Charge	8.50	0.43	8.93			
Bank Return Charge	8.50	0.43	8.93			
Bookkeeping - 3/4 Hour	21.83	1.09	<u>22.92</u>			
			40.77	1.00	40.77	40.00

Disconnection & Restoration Charges						
		5% Markup				
Ouside Contractor						
Normal Daily Rate	45.00	2.25	47.25	1.50	70.88	70.00

Charge for Testing Meter						
		5% Markup				
Ouside Contractor						
Normal Daily Rate	45.00	2.25	47.25	2.00	94.50	95.00

Cross Connection Testing/Services/Surveys As Required by Evidence- Per Device						
		5% Markup				
Ouside Contractor						
Normal Daily Rate**	58.00	2.90	60.90	2.00	121.80	120.00

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RESPONDENT: Ellen Kitchell

DTE 1-15 Refer to Exh. SBA-1, Sch. R-3. Please provide the test year electric bills associated with the Lynn Circle and Lunn's Way pumping stations.

RESPONSE: Copies attached.

12:46 PM

08/31/06

Accrual Basis

PLYMOUTH WATER COMPANY, INC.

Transaction Detail By Account

January through December 2005

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
6009 · SOURCE OF WATER SUPPLY EXPENSES								
6034 · Electric Power Purchased								
General Journal	1/1/2005	1RAE				3080 · Account...	-1,452.20	-1,452.20
Check	1/20/2005	1941	NSTAR			2040 · Cash	439.69	-1,012.51
Check	1/20/2005	1942	NSTAR			2040 · Cash	1,012.51	0.00
Check	2/11/2005	1958	NSTAR			2040 · Cash	519.04	519.04
General Journal	2/28/2005	1AE				3080 · Account...	888.00	1,407.04
General Journal	3/1/2005	1RAE				3080 · Account...	-888.00	519.04
General Journal	3/31/2005	1AE				6114 · Manage...	1,333.22	1,852.26
General Journal	4/1/2005	1				3080 · Account...	-1,333.22	519.04
Check	4/6/2005	1972	NSTAR			2040 · Cash	445.22	964.26
Check	4/19/2005	1985	NSTAR			2040 · Cash	487.98	1,452.24
Check	4/19/2005	1986	NSTAR			2040 · Cash	2,665.04	4,117.28
Check	5/27/2005	2002	NSTAR			2040 · Cash	783.65	4,900.93
Check	5/27/2005	2003	NSTAR			2040 · Cash	792.65	5,693.58
Check	6/20/2005	2012	NSTAR			2040 · Cash	1,318.57	7,012.15
Check	6/20/2005	2013	NSTAR			2040 · Cash	1,074.16	8,086.31
Check	7/25/2005	2026	NSTAR			2040 · Cash	1,379.45	9,465.76
Check	7/25/2005	2027	NSTAR			2040 · Cash	1,786.12	11,251.88
Check	8/25/2005	2041	NSTAR			2040 · Cash	2,469.93	13,721.81
Check	8/25/2005	2042	NSTAR			2040 · Cash	1,957.92	15,679.73
Check	9/20/2005	2055	NSTAR			2040 · Cash	1,832.56	17,512.29
Check	9/20/2005	2056	NSTAR			2040 · Cash	2,048.62	19,560.91
Check	10/20/2005	2068	NSTAR			2040 · Cash	1,249.21	20,810.12
Check	10/20/2005	2069	NSTAR			2040 · Cash	1,295.38	22,105.50
Check	11/18/2005	2089	NSTAR			2040 · Cash	819.88	22,925.38
Check	11/18/2005	2090	NSTAR	VOID:	X	2040 · Cash	0.00	22,925.38
Check	11/18/2005	2091	NSTAR			2040 · Cash	754.72	23,680.10
Check	12/20/2005	2111	NSTAR			2040 · Cash	665.67	24,345.77
Check	12/20/2005	2112	NSTAR			2040 · Cash	846.83	25,192.60
General Journal	12/31/2005	11				6041 · Maint of ...	1,151.34	26,343.94
Total 6034 · Electric Power Purchased							26,343.94	26,343.94
Total 6009 · SOURCE OF WATER SUPPLY EXPENSES							26,343.94	26,343.94
TOTAL							26,343.94	26,343.94

1524

THIS BILL REFLECTS 2005 RATE CHANGES TAKING EFFECT ON JAN. 1.
 LOOK FOR MORE RATE INFORMATION IN COMING MONTHS OR VISIT
 NSTARONLINE.COM FOR UPDATED RATE INFORMATION. FOR DEFAULT
 SERVICE PRICING VISIT WWW.NSTARONLINE.COM OR CALL 888-627-
 7477. IF YOUR BILL REFLECTS USAGE BEFORE JAN. 1 IT HAS BEEN
 PRORATED.

Account Number
 2720 946 0016

Billing Date
 Jan 31, 2005

Next Read Date
 Mar 1, 2005

Service Provided to

PLYMOUTH WATER CO
 LUNNS WAY PUMP
 PLYMOUTH MA 02360

Account Summary

Previous Bill	439.69
Payment - Thank You	-439.69
Other Charges	23.97
Total Cost Electricity	495.07
Amount Due	\$519.04

Electricity Used

Rate 33-General - Annual
 Meter 7103372
 Jan 28, 2005 Actual Read 26015
 Jan 01, 2005 Actual Read - 22662
 27 Day Billed Use 3353

7103372	KWH	DMD
01/01	3028	17.7
12/01	3318	22.1
10/29	5703	24.7
09/29	8937	31.9
08/31	11551	25.3
07/30	12105	29.7
06/30	11674	29.0
06/01	8927	22.3
04/30	5129	20.3
03/31	845	2.7
03/03	2351	18.2
01/30	1617	18.2

Cost of Electricity

Delivery Services		
Customer Charge		5.53
Distribution Demand Charges		
1st 10 KW No Charge		0.00
Over 10 KW 4.86 X	8.1 KW	39.37
Distribution Energy Charges		
1st 2300 KWH .03812 X	2300 KWH	87.68
Over 2300 KWH .00885 X	1053 KWH	9.32
Transition .02676 X	3353 KWH	89.73
Transmission .00508 X	3353 KWH	17.03
Renewable Energy .00050 X	3353 KWH	1.68
Energy Conservation .00250 X	3353 KWH	8.38
Delivery Services Total		258.72
Supplier Services		
Generation Charge		
Default--Fixed .07049 X	3353 KWH	236.35
Total Cost of Electricity		495.07

Other Charges or Credits

Sales Tax 23.97

CHARGES ARE SUBJECT TO 1.085% INTEREST
 AFTER 25 DAYS.

*ok
 2/2/05
 Sta #2*



CUSTOMER SERVICE CENTER 1-800-592-2000
 TECH CENTER FOR BUSINESS CUSTOMERS 1-800-340-9822

PLEASE NOTE THE NAME OF YOUR MARKET-BASED ENERGY SUPPLY HAS CHANGED FROM "DEFAULT SERVICE" TO "BASIC SERVICE." WHILE THE NAME HAS CHANGED, THE RATE HAS NOT. NSTAR WILL CONTINUE TO PURCHASE BASIC SERVICE ENERGY SUPPLY ON YOUR BEHALF. VISIT WWW.NSTARONLINE.COM OR CALL 888-627-7477 FOR MORE INFORMATION.

286

Account Number	Billing Date	Next Read Date
2720 946 0016	Mar 3, 2005	Mar 30, 2005

Service Provided to

PLYMOUTH WATER CO
LUNNS WAY PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	519.04
Payment - Thank You	-519.04
Other Charges	20.58
Total Cost Electricity	424.64
Amount Due	\$445.22

Electricity Used

Rate 33-General - Annual
Meter 7103372
Mar 02, 2005 Actual Read 28517
Jan 28, 2005 Actual Read - 26015
33 Day Billed Use 2502

7103372	KWH	DMD
01/28	3353	18.1
01/01	3028	17.7
12/01	3318	22.1
10/29	5703	24.7
09/29	8937	31.9
08/31	11551	25.3
07/30	12105	29.7
06/30	11674	29.0
06/01	8927	22.3
04/30	5129	20.3
03/31	845	2.7
03/03	2351	18.2



Cost of Electricity

Delivery Services (PRORATED)			
Customer Charge			5.53
Distribution Demand Charges			
	2.80 X	23.6 KW	66.10
Distribution	.03575 X	2502 KWH	89.47
Transition *	.02675 X	2502 KWH	66.95
Transmission	.00508 X	2502 KWH	12.71
Renewable Energy	.00050 X	2502 KWH	1.25
Energy Conservation	.00250 X	2502 KWH	6.26
Delivery Services Total			248.27
Supplier Services			
Generation Charge			
Basic Svc Fixed	.07049 X	2502 KWH	176.37
Total Cost of Electricity			424.64

Other Charges or Credits

Sales Tax	20.58
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* PART OF WHAT WE COLLECT IN THE TRANSITION CHARGE IS OWNED BY CEC FUNDING LLC

CHARGES ARE SUBJECT TO 1.085% INTEREST AFTER 25 DAYS.



CUSTOMER SERVICE CENTER 1-800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 1-800-340-9822

PLEASE NOTE THE NAME OF YOUR MARKET-BASED ENERGY SUPPLY HAS CHANGED FROM "DEFAULT SERVICE" TO "BASIC SERVICE." WHILE THE NAME HAS CHANGED, THE RATE HAS NOT. NSTAR WILL CONTINUE TO PURCHASE BASIC SERVICE ENERGY SUPPLY ON YOUR BEHALF. VISIT WWW.NSTARONLINE.COM OR CALL 888-627-7477 FOR MORE INFORMATION.

8116

Account Number
2720 946 0016

Billing Date
Mar 31, 2005

Next Read Date
Apr 29, 2005

Service Provided to

PLYMOUTH WATER CO
LUNNS WAY PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	445.22
Other Charges	26.65
Total Cost Electricity	461.33
Amount Due	\$933.20

Electricity Used

Rate 33-General - Annual
Meter 7103372
Mar 29, 2005 Actual Read 31583
Mar 02, 2005 Actual Read - 28517
27 Day Billed Use 3066

7103372	KWH	DMD
03/02	2502	23.6
01/28	3353	18.1
01/01	3028	17.7
12/01	3318	22.1
10/29	5703	24.7
09/29	8937	31.9
08/31	11551	25.3
07/30	12105	29.7
06/30	11674	29.0
06/01	8927	22.3
04/30	5129	20.3
03/31	845	2.7
03/03	2351	18.2

Cost of Electricity

Delivery Services
Customer Charge 5.53
Distribution Demand Charges
1st 10 KW No Charge 0.00
Over 10 KW 4.86 X 7.9 KW 38.39
Distribution Energy Charges
1st 2300 KWH .03812 X 2300 KWH 87.68
Over 2300 KWH .00885 X 766 KWH 6.78
Transition * .02676 X 3066 KWH 82.05
Transmission .00508 X 3066 KWH 15.58
Renewable Energy .00050 X 3066 KWH 1.53
Energy Conservation .00250 X 3066 KWH 7.67

Delivery Services Total 245.21

Supplier Services

Generation Charge
Basic Svc Fixed .07049 X 3066 KWH 216.12

Total Cost of Electricity **461.33**

Other Charges or Credits

Sales Tax 22.33
Late Payment Charge 4.32

Current Other Charges 26.65

487.98

* PART OF WHAT WE COLLECT IN THE TRANSITION CHARGE IS OWNED BY CEC FUNDING LLC

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CUSTOMER SERVICE CENTER 800-592-2000

TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

5530

DIGGING? HITTING AN UNDERGROUND WIRE OR PIPE CAN BE DANGEROUS.
THAT'S WHY STATE LAW REQUIRES YOU OR YOUR CONTRACTOR TO CALL
DIG SAFE AT 1-888-DIG-SAFE AT LEAST 72 HOURS PRIOR TO DIGGING.
ADDITIONAL INFORMATION IS ALSO AVAILABLE AT WWW.DIGSAFE.COM.

Account Number
1327 913 0036

Billing Date
Apr 4, 2005

Next Read Date
Apr 29, 2005

Corrected Bill

Service Provided to

PLYMOUTH WATER CO
LYNNE CIR PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	2,596.31
Other Charges/Credits	-2,472.68
Total Cost Electricity	2,541.41
Amount Due	\$2,665.04

4/1/05 - 3/30/05

Electricity Used

Rate 33-General - Annual
Meter 8037918
Mar 30, 2005 Actual Read
Jan 11, 2005 Actual Read

Multiplied by Constant
(78) Day Billed Use

6112
- 5961
151
X 120
18120

8037918	KWH	DMD
01/11	6600	36.0
12/01	4680	27.6
10/28	4200	52.8
09/29	10080	62.4
09/01	11280	64.8
07/30	12720	69.6
06/30	12240	69.6
06/01	8880	64.8
04/30	4920	45.6
03/31	12240	40.8
03/02	12000	44.4

Handwritten:
2 1/2 months

Cost of Electricity

Delivery Services (PRORATED)

Customer Charge (Prorated)	14.38
Distribution Demand Charges (Prorated)	
32.4 KW	283.05
Distribution .01851 X 18120 KWH	335.40
Transition * .02676 X 18120 KWH	484.89
Transmission .00508 X 18120 KWH	92.05
Renewable Energy .00050 X 18120 KWH	9.06
Energy Conservation .00250 X 18120 KWH	45.30

Delivery Services Total 1264.13

Supplier Services

Generation Charge
Basic Svc Fixed .07049 X 18120 KWH 1277.28

Total Cost of Electricity 2541.41

Other Charges or Credits

ESTIMATED BILL

Cancel Sales Tax	-120.59
Cancelled Bill (2596.31)	-2475.72
Sales Tax	123.63
Current Other Credits	-2472.68

* PART OF WHAT WE COLLECT IN THE TRANSITION
CHARGE IS OWNED BY CEC FUNDING LLC

2541.41
12363
2665.04



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822



6078

NEW BASIC SERVICE PRICING WILL TAKE EFFECT ON JULY 1, 2005.
 NEW PRICES WILL BE POSTED ON WWW.NSTARONLINE.COM IN LATE MAY
 AND WILL ALSO BE AVAILABLE ON OUR AUTOMATED LINE: 888-627-7477.
 BASIC SERVICE PRICING OPTIONS ARE DESCRIBED ON THE BACK OF THIS
 BILL.

Account Number
 1327 913 0036

Billing Date
 May 3, 2005

Next Read Date
 May 31, 2005

Service Provided to

PLYMOUTH WATER CO
 LYNNE CIR PUMP
 PLYMOUTH MA 02360

Account Summary

Previous Bill	2,665.04
Payment - Thank You	-2,665.04
Other Charges	36.37
Total Cost Electricity	747.28
Amount Due	\$783.65

Electricity Used

Rate 33-General - Annual
 Meter 8037918
 May 02, 2005 Actual Read 6152
 Mar 30, 2005 Actual Read - 6112
 Multiplied by Constant X 40
 33 Day Billed Use 4800

8037918	KWH	DMD
03/30	18120	32.4
01/11	6600	36.0
12/01	4680	27.6
10/28	4200	52.8
09/29	10080	62.4
09/01	11280	64.8
07/30	12720	69.6
06/30	12240	69.6
06/01	8880	64.8
04/30	4920	45.6

Cost of Electricity

Delivery Services			
Customer Charge			5.53
Distribution Demand Charges			
1st 10 KW	No Charge		0.00
Over 10 KW	4.86 X	26.0 KW	126.36
Distribution Energy Charges			
1st 2300 KWH	.03812 X	2300 KWH	87.68
Over 2300 KWH	.00885 X	2500 KWH	22.13
Transition *	.02676 X	4800 KWH	128.45
Transmission	.00508 X	4800 KWH	24.38
Renewable Energy	.00050 X	4800 KWH	2.40
Energy Conservation	.00250 X	4800 KWH	12.00
Delivery Services Total			408.93
Supplier Services			
Generation Charge			
Basic Svc Fixed	.07049 X	4800 KWH	338.35
Total Cost of Electricity			747.28

Other Charges or Credits

Sales Tax	36.37
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* PART OF WHAT WE COLLECT IN THE TRANSITION
 CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000
 TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

5263

NEW BASIC SERVICE PRICING WILL TAKE EFFECT ON JULY 1, 2005.
 NEW PRICES WILL BE POSTED ON WWW.NSTARONLINE.COM IN LATE MAY
 AND WILL ALSO BE AVAILABLE ON OUR AUTOMATED LINE: 888-627-7477.
 BASIC SERVICE PRICING OPTIONS ARE DESCRIBED ON THE BACK OF THIS
 BILL.

Account Number
 2720 946 0016

Billing Date
 May 4, 2005

Next Read Date
 May 31, 2005

Service Provided to

PLYMOUTH WATER CO
 LUNNS WAY PUMP
 PLYMOUTH MA 02360

Account Summary

Previous Bill	933.20
Payments - Thank You	-933.20
Other Charges	36.72
Total Cost Electricity	755.93
Amount Due	\$792.65

Electricity Used

Rate 33-General - Annual
 Meter 7103372
 May 03, 2005 Actual Read 36910
 Mar 29, 2005 Actual Read - 31583
 35 Day Billed Use 5327

7103372	KWH	DMD
03/29	3066	17.9
03/02	2502	23.6
01/28	3353	18.1
01/01	3028	17.7
12/01	3318	22.1
10/29	5703	24.7
09/29	8937	31.9
08/31	11551	25.3
07/30	12105	29.7
06/30	11674	29.0
06/01	8927	22.3
04/30	5129	20.3

Cost of Electricity

Delivery Services			
Customer Charge			5.53
Distribution Demand Charges			
1st 10 KW	No Charge		0.00
Over 10 KW	4.86 X	15.4 KW	74.84
Distribution Energy Charges			
1st 2300 KWH	.03812 X	2300 KWH	87.68
Over 2300 KWH	.00885 X	3027 KWH	26.79
Transition *	.02676 X	5327 KWH	142.55
Transmission	.00508 X	5327 KWH	27.06
Renewable Energy	.00050 X	5327 KWH	2.66
Energy Conservation	.00250 X	5327 KWH	13.32

Delivery Services Total 380.43

Supplier Services

Generation Charge			
Basic Svc Fixed	.07049 X	5327 KWH	375.50

Total Cost of Electricity 755.93

Other Charges or Credits

Sales Tax	36.72
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* PART OF WHAT WE COLLECT IN THE TRANSITION
 CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000

TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

NEW BASIC SERVICE PRICING WILL TAKE EFFECT ON JULY 1. NEW PRICING IS AVAILABLE AT WWW.NSTARONLINE.COM AND ON OUR AUTOMATED LINE: 888-627-7477. BASIC SERVICE PRICING OPTIONS ARE DESCRIBED ON THE BACK OF THIS BILL.

1604

CHECK OUT WWW.NSTARONLINE.COM FOR INFORMATION ABOUT OUR GREAT ENERGY EFFICIENCY PROGRAMS.

Account Number
1327 913 0036

Billing Date
Jun 6, 2005

Next Read Date
Jun 29, 2005

Service Provided to

PLYMOUTH WATER CO
LYNNE CIR PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	783.65
Payment - Thank You	-783.65
Other Charges	61.38
Total Cost Electricity	1,257.19
Amount Due	\$1,318.57

Electricity Used

Rate 33-General - Annual
Meter 8037918
May 31, 2005 Estimated Read 6219
May 02, 2005 Actual Read - 6152
67
Multiplied by Constant X 120
29 Day Billed Use 8040

8037918	KWH	DMD
05/02	4800	36.0
03/30	18120	32.4
01/11	6600	36.0
12/01	4680	27.6
10/28	4200	52.8
09/29	10080	62.4
09/01	11280	64.8
07/30	12720	69.6
06/30	12240	69.6
06/01	8880	64.8
04/30	4920	45.6

Cost of Electricity

Delivery Services
Customer Charge 5.53
Distribution Demand Charges
1st 10 KW No Charge 0.00
Over 10 KW 4.86 X 54.8 KW 266.33
Distribution Energy Charges
1st 2300 KWH .03812 X 2300 KWH 87.68
Over 2300 KWH .00885 X 5740 KWH 50.80
Transition * .02676 X 8040 KWH 215.15
Transmission .00508 X 8040 KWH 40.84
Renewable Energy .00050 X 8040 KWH 4.02
Energy Conservation .00250 X 8040 KWH 20.10
Delivery Services Total 690.45
Supplier Services
Generation Charge
Basic Svc Fixed .07049 X 8040 KWH 566.74
Total Cost of Electricity 1257.19

Other Charges or Credits

Sales Tax 61.38
1318.57

* PART OF WHAT WE COLLECT IN THE TRANSITION CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

NEW BASIC SERVICE PRICING WILL TAKE EFFECT ON JULY 1. NEW PRICING IS AVAILABLE AT WWW.NSTARONLINE.COM AND ON OUR AUTOMATED LINE: 888-627-7477. BASIC SERVICE PRICING OPTIONS ARE DESCRIBED ON THE BACK OF THIS BILL.

2604

CHECK OUT WWW.NSTARONLINE.COM FOR INFORMATION ABOUT OUR GREAT ENERGY EFFICIENCY PROGRAMS.

Account Number
2720 946 0016

Billing Date
Jun 6, 2005

Next Read Date
Jun 29, 2005

Service Provided to

PLYMOUTH WATER CO
LUNNS WAY PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	792.65
Payment - Thank You	-792.65
Other Charges	49.77
Total Cost Electricity	1,024.39
Amount Due	\$1,074.16

Electricity Used

Rate 33-General - Annual
Meter 7103372
May 31, 2005 Estimated Read 44720
May 03, 2005 Actual Read - 36910
28 Day Billed Use 7810

7103372	KWH	DMD
05/03	5327	25.4
03/29	3066	17.9
03/02	2502	23.6
01/28	3353	18.1
01/01	3028	17.7
12/01	3318	22.1
10/29	5703	24.7
09/29	8937	31.9
08/31	11551	25.3
07/30	12105	29.7
06/30	11674	29.0
06/01	8927	22.3
04/30	5129	20.3

Cost of Electricity

Delivery Services
Customer Charge 5.53
Distribution Demand Charges
1st 10 KW No Charge 0.00
Over 10 KW 4.86 X 12.3 KW 59.78
Distribution Energy Charges
1st 2300 KWH .03812 X 2300 KWH 87.68
Over 2300 KWH .00885 X 5510 KWH 48.76
Transition * .02676 X 7810 KWH 209.00
Transmission .00508 X 7810 KWH 39.67
Renewable Energy .00050 X 7810 KWH 3.91
Energy Conservation .00250 X 7810 KWH 19.53
Delivery Services Total 473.86
Supplier Services
Generation Charge
Basic Svc Fixed .07049 X 7810 KWH 550.53
Total Cost of Electricity 1024.39

Other Charges or Credits

Sales Tax 49.77
1074.16

* PART OF WHAT WE COLLECT IN THE TRANSITION CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822



THIS BILL REFLECTS RATE CHANGES TAKING EFFECT ON JULY 1. FOR MORE INFORMATION AND UPDATED RATES, VISIT NSTARONLINE.COM. FOR BASIC SERVICE PRICING VISIT NSTARONLINE.COM OR CALL 888-627-7477. IF YOUR BILL REFLECTS USAGE BEFORE JULY 1 IT HAS BEEN PRORATED.

0009

Account Number	Billing Date	Next Read Date
2720 946 0016	Jul 1, 2005	Jul 29, 2005

Service Provided to

PLYMOUTH WATER CO
LUNNS WAY PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	1,074.16
Payment - Thank You	-1,074.16
Other Charges	63.97
Total Cost Electricity	1,315.48
Amount Due	\$1,379.45

Electricity Used

Rate 33-General - Annual
Meter 7103372
Jun 30, 2005 Actual Read 54875
May 31, 2005 Estimated Read - 44720
30 Day Billed Use 10155

7103372	KWH	DMD
05/31*	7810	22.3
05/03	5327	25.4
03/29	3066	17.9
03/02	2502	23.6
01/28	3353	18.1
01/01	3028	17.7
12/01	3318	22.1
10/29	5703	24.7
09/29	8937	31.9
08/31	11551	25.3
07/30	12105	29.7
06/30	11674	29.0
06/01	8927	22.3
*Estimate		

Cost of Electricity

Delivery Services			
Customer Charge			5.53
Distribution Demand Charges			
1st 10 KW	No Charge		0.00
Over 10 KW	4.86 X	17.1 KW	83.11
Distribution Energy Charges			
1st 2300 KWH	.03812 X	2300 KWH	87.68
Over 2300 KWH	.00885 X	7855 KWH	69.52
Transition *	.02676 X	10155 KWH	271.75
Transmission	.00508 X	10155 KWH	51.59
Renewable Energy	.00050 X	10155 KWH	5.08
Energy Conservation	.00250 X	10155 KWH	25.39
Delivery Services Total			599.65
Supplier Services			
Generation Charge			
Basic Svc Fixed	.07049 X	10155 KWH	715.83
Total Cost of Electricity			1315.48

Other Charges or Credits

Sales Tax	63.97
	<u>1379.45</u>
* PART OF WHAT WE COLLECT IN THE TRANSITION CHARGE IS OWNED BY CEC FUNDING LLC	




CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

THIS BILL REFLECTS RATE CHANGES TAKING EFFECT ON JULY 1. FOR MORE INFORMATION AND UPDATED RATES, VISIT NSTARONLINE.COM. FOR BASIC SERVICE PRICING VISIT NSTARONLINE.COM OR CALL 888-627-7477. IF YOUR BILL REFLECTS USAGE BEFORE JULY 1 IT HAS BEEN PRORATED.

6665

Account Number
1327 913 0036

Billing Date
Jul 1, 2005

Next Read Date
Jul 29, 2005

Service Provided to

PLYMOUTH WATER CO
LYNNE CIR PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	1,318.57
Payment - Thank You	-1,318.57
Other Charges	83.18
Total Cost Electricity	1,702.94
Amount Due	\$1,786.12

Electricity Used

Rate 33-General - Annual
Meter 8037918
Jun 30, 2005 Actual Read 6313
May 31, 2005 Estimated Read - 6219
94
Multiplied by Constant X 120
30 Day Billed Use 11280

8037918	KWH	DMD
05/31*	8040	64.8
05/02	4800	36.0
03/30	18120	32.4
01/11	6600	36.0
12/01	4680	27.6
10/28	4200	52.8
09/29	10080	62.4
09/01	11280	64.8
07/30	12720	69.6
06/30	12240	69.6
06/01	8880	64.8
*Estimate		

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Cost of Electricity

Delivery Services
Customer Charge 5.53
Distribution Demand Charges
1st 10 KW No Charge 0.00
Over 10 KW 4.86 X 70.4 KW 342.14
Distribution Energy Charges
1st 2300 KWH .03812 X 2300 KWH 87.68
Over 2300 KWH .00885 X 8980 KWH 79.47
Transition * .02676 X 11280 KWH 301.85
Transmission .00508 X 11280 KWH 57.30
Renewable Energy .00050 X 11280 KWH 5.64
Energy Conservation .00250 X 11280 KWH 28.20
Delivery Services Total 907.81

Supplier Services
Generation Charge
Basic Svc Fixed .07049 X 11280 KWH 795.13
Total Cost of Electricity 1702.94

Other Charges or Credits

Sales Tax 83.18
1786.12

* PART OF WHAT WE COLLECT IN THE TRANSITION CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

DIGGING? HITTING AN UNDERGROUND WIRE OR PIPE CAN BE DANGEROUS.
THAT'S WHY STATE LAW REQUIRES YOU OR YOUR CONTRACTOR TO CALL
DIG SAFE AT 888-DIG-SAFE AT LEAST 72 BUSINESS HOURS PRIOR TO
DIGGING.

5951

Account Number
1327 913 0036

Billing Date
Aug 3, 2005

Next Read Date
Aug 29, 2005

Service Provided to

PLYMOUTH WATER CO
LYNNE CIR PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	1,786.12
Payment - Thank You	-1,786.12
Other Charges	114.99
Total Cost Electricity	2,354.94
Amount Due	\$2,469.93

Electricity Used

Rate 33-General - Annual
Meter 8037918
Aug 02, 2005 Actual Read 6451
Jun 30, 2005 Actual Read - 6313
138
Multiplied by Constant X 120
33 Day Billed Use 16560

8037918	KWH	DMD
06/30	11280	80.4
05/31*	8040	64.8
05/02	4800	36.0
03/30	18120	32.4
01/11	6600	36.0
12/01	4680	27.6
10/28	4200	52.8
09/29	10080	62.4
09/01	11280	64.8
*Estimate		

Cost of Electricity

Delivery Services
Customer Charge 5.53
Distribution Demand Charges
1st 10 KW No Charge 0.00
Over 10 KW 4.86 X 74.0 KW 359.64
Distribution Energy Charges
1st 2300 KWH .03781 X 2300 KWH 86.96
Over 2300 KWH .00854 X 14260 KWH 121.78
Transition * .02676 X 16560 KWH 443.15
Transmission .00508 X 16560 KWH 84.12
Renewable Energy .00050 X 16560 KWH 8.28
Energy Conservation .00250 X 16560 KWH 41.40

Delivery Services Total 1150.86

Supplier Services

Generation Charge
Basic Svc Fixed .07271 X 16560 KWH 1204.08

Total Cost of Electricity 2354.94

Other Charges or Credits

Sales Tax 114.99

* PART OF WHAT WE COLLECT IN THE TRANSITION
CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

DIGGING? HITTING AN UNDERGROUND WIRE OR PIPE CAN BE DANGEROUS.
THAT'S WHY STATE LAW REQUIRES YOU OR YOUR CONTRACTOR TO CALL
DIG SAFE AT 888-DIG-SAFE AT LEAST 72 BUSINESS HOURS PRIOR TO
DIGGING.

59552

Account Number
2720 946 0016

Billing Date
Aug 3, 2005

Next Read Date
Aug 29, 2005

Service Provided to

PLYMOUTH WATER CO
LUNNS WAY PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	1,379.45
Payment - Thank You	-1,379.45
Other Charges	90.86
Total Cost Electricity	1,867.06
Amount Due	\$1,957.92

Electricity Used

Rate 33-General - Annual
Meter 7103372
Aug 02, 2005 Actual Read 69627
Jun 30, 2005 Actual Read - 54875
33 Day Billed Use 14752

7103372	KWH	DMD
06/30	10155	27.1
05/31*	7810	22.3
05/03	5327	25.4
03/29	3066	17.9
03/02	2502	23.6
01/28	3353	18.1
01/01	3028	17.7
12/01	3318	22.1
10/29	5703	24.7
09/29	8937	31.9
08/31	11551	25.3
*Estimate		

Cost of Electricity

Delivery Services			
Customer Charge			5.53
Distribution Demand Charges			
1st 10 KW	No Charge		0.00
Over 10 KW	4.86 X	16.8 KW	81.65
Distribution Energy Charges			
1st 2300 KWH	.03781 X	2300 KWH	86.96
Over 2300 KWH	.00854 X	12452 KWH	106.34
Transition *	.02676 X	14752 KWH	394.76
Transmission	.00508 X	14752 KWH	74.94
Renewable Energy	.00050 X	14752 KWH	7.38
Energy Conservation	.00250 X	14752 KWH	36.88
Delivery Services Total			794.41
Supplier Services			
Generation Charge			
Basic Svc Fixed	.07271 X	14752 KWH	1072.62
Total Cost of Electricity			1867.06

Other Charges or Credits

Sales Tax	90.86
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* PART OF WHAT WE COLLECT IN THE TRANSITION
CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

DIGGING? HITTING AN UNDERGROUND WIRE OR PIPE CAN BE DANGEROUS.
THAT'S WHY STATE LAW REQUIRES YOU OR YOUR CONTRACTOR TO CALL
DIG SAFE AT 888-DIG-SAFE AT LEAST 72 BUSINESS HOURS PRIOR TO
DIGGING.

3193

Account Number
2720 946 0016

Billing Date
Sep 1, 2005

Next Read Date
Sep 28, 2005

Service Provided to

PLYMOUTH WATER CO
LUNNS WAY PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	1,957.92
Payment - Thank You	-1,957.92
Other Charges	85.05
Total Cost Electricity	1,747.51
Amount Due	\$1,832.56

Electricity Used

Rate 33-General - Annual
Meter 7103372
Aug 31, 2005 Actual Read 83299
Aug 02, 2005 Actual Read - 69627
29 Day Billed Use 13672

7103372	KWH	DMD
08/02	14752	26.8
06/30	10155	27.1
05/31*	7810	22.3
05/03	5327	25.4
03/29	3066	17.9
03/02	2502	23.6
01/28	3353	18.1
01/01	3028	17.7
12/01	3318	22.1
10/29	5703	24.7
09/29	8937	31.9
08/31	11551	25.3
*Estimate		

Cost of Electricity

Delivery Services
Customer Charge 5.53
Distribution Demand Charges
1st 10 KW No Charge 0.00
Over 10 KW 4.86 X 18.0 KW 87.48
Distribution Energy Charges
1st 2300 KWH .03781 X 2300 KWH 86.96
Over 2300 KWH .00854 X 11372 KWH 97.12
Transition * .02676 X 13672 KWH 365.86
Transmission .00508 X 13672 KWH 69.45
Renewable Energy .00050 X 13672 KWH 6.84
Energy Conservation .00250 X 13672 KWH 34.18
Delivery Services Total 753.42
Supplier Services
Generation Charge
Basic Svc Fixed .07271 X 13672 KWH 994.09
Total Cost of Electricity 1747.51

Other Charges or Credits

Sales Tax 85.05

* PART OF WHAT WE COLLECT IN THE TRANSITION
CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

DIGGING? HITTING AN UNDERGROUND WIRE OR PIPE CAN BE DANGEROUS.
THAT'S WHY STATE LAW REQUIRES YOU OR YOUR CONTRACTOR TO CALL
DIG-SAFE AT 888-DIG-SAFE AT LEAST 72 BUSINESS HOURS PRIOR TO
DIGGING.

4587

Account Number
1327 913 0036

Billing Date
Aug 30, 2005

Next Read Date
Sep 28, 2005

Service Provided to

PLYMOUTH WATER CO
LYNNE CIR PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	2,469.93
Payment - Thank You	-2,469.93
Other Charges	95.40
Total Cost Electricity	1,953.22
Amount Due	\$2,048.62

Electricity Used

Rate 33-General - Annual
Meter 8037918
Aug 29, 2005 Actual Read 6561
Aug 02, 2005 Actual Read - 6451
Multiplied by Constant X 120
27 Day Billed Use 13200

8037918	KWH	DMD
08/02	16560	84.0
06/30	11280	80.4
05/31*	8040	64.8
05/02	4800	36.0
03/30	18120	32.4
01/11	6600	36.0
12/01	4680	27.6
10/28	4200	52.8
09/29	10080	62.4
09/01	11280	64.8
*Estimate		

Cost of Electricity

Delivery Services			
Customer Charge			5.53
Distribution Demand Charges			
1st 10 KW	No Charge		0.00
Over 10 KW	4.86 X	71.6 KW	347.98
Distribution Energy Charges			
1st 2300 KWH	.03781 X	2300 KWH	86.96
Over 2300 KWH	.00854 X	10900 KWH	93.09
Transition *	.02676 X	13200 KWH	353.23
Transmission	.00508 X	13200 KWH	67.06
Renewable Energy	.00050 X	13200 KWH	6.60
Energy Conservation	.00250 X	13200 KWH	33.00
Delivery Services Total			993.45
Supplier Services			
Generation Charge			
Basic Svc Fixed	.07271 X	13200 KWH	959.77
Total Cost of Electricity			1953.22

Other Charges or Credits

Sales Tax 95.40

* PART OF WHAT WE COLLECT IN THE TRANSITION
CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822



DIGGING? HITTING AN UNDERGROUND WIRE OR PIPE CAN BE DANGEROUS.
THAT'S WHY STATE LAW REQUIRES YOU OR YOUR CONTRACTOR TO CALL
DIG SAFE AT 888-DIG-SAFE AT LEAST 72 BUSINESS HOURS PRIOR TO
DIGGING.

6282

Account Number
1327 913 0036

Billing Date
Sep 29, 2005

Next Read Date
Oct 28, 2005

Service Provided to

PLYMOUTH WATER CO
LYNNE CIR PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	2,048.62
Payment - Thank You	-2,048.62
Other Charges	60.98
Total Cost Electricity	1,249.21
Amount Due	\$1,310.19

1249.21

Electricity Used

Rate 33-General - Annual
Meter 8037918
Sep 28, 2005 Actual Read 6628
Aug 29, 2005 Actual Read - 6561
Multiplied by Constant X 67
30 Day Billed Use 8040

8037918	KWH	DMD
08/29	13200	81.6
08/02	16560	84.0
06/30	11280	80.4
05/31*	8040	64.8
05/02	4800	36.0
03/30	18120	32.4
01/11	6600	36.0
12/01	4680	27.6
10/28	4200	52.8
09/29	10080	62.4
09/01	11280	64.8
*Estimate		

Cost of Electricity

Delivery Services
Customer Charge 5.53
Distribution Demand Charges
1st 10 KW No Charge 0.00
Over 10 KW 4.86 X 50.0 KW 243.00
Distribution Energy Charges
1st 2300 KWH .03781 X 2300 KWH 86.96
Over 2300 KWH .00854 X 5740 KWH 49.02
Transition * .02676 X 8040 KWH 215.15
Transmission .00508 X 8040 KWH 40.84
Renewable Energy .00050 X 8040 KWH 4.02
Energy Conservation .00250 X 8040 KWH 20.10

Delivery Services Total 664.62

Supplier Services
Generation Charge
Basic Svc Fixed .07271 X 8040 KWH 584.59

Total Cost of Electricity **1249.21**

Other Charges or Credits

Sales Tax ~~60.98~~

* PART OF WHAT WE COLLECT IN THE TRANSITION
CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

DIGGING? HITTING AN UNDERGROUND WIRE OR PIPE CAN BE DANGEROUS.
THAT'S WHY STATE LAW REQUIRES YOU OR YOUR CONTRACTOR TO CALL
DIG SAFE AT 888-DIG-SAFE AT LEAST 72 BUSINESS HOURS PRIOR TO
DIGGING.

4829

Account Number
2720 946 0016

Billing Date
Sep 29, 2005

Next Read Date
Oct 28, 2005

Service Provided to

PLYMOUTH WATER CO
LUNNS WAY PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	1,832.56
Payment - Thank You	-1,832.56
Other Charges	63.02
Total Cost Electricity	1,295.38
Amount Due	1,358.40

Electricity Used

Rate 33-General - Annual
Meter 7103372
Sep 28, 2005 Actual Read 93093
Aug 31, 2005 Actual Read - 83299
28 Day Billed Use 9794

7103372	KWH	DMD
08/31	13672	28.0
08/02	14752	26.8
06/30	10155	27.1
05/31*	7810	22.3
05/03	5327	25.4
03/29	3066	17.9
03/02	2502	23.6
01/28	3353	18.1
01/01	3028	17.7
12/01	3318	22.1
10/29	5703	24.7
09/29	8937	31.9
08/31	11551	25.3

*Estimate

Cost of Electricity

Delivery Services
Customer Charge 5.53
Distribution Demand Charges
1st 10 KW No Charge 0.00
Over 10 KW 4.86 X 17.6 KW 85.54
Distribution Energy Charges
1st 2300 KWH .03781 X 2300 KWH 86.96
Over 2300 KWH .00854 X 7494 KWH 64.00
Transition * .02676 X 9794 KWH 262.09
Transmission .00508 X 9794 KWH 49.75
Renewable Energy .00050 X 9794 KWH 4.90
Energy Conservation .00250 X 9794 KWH 24.49

Delivery Services Total 583.26

Supplier Services

Generation Charge
Basic Svc Fixed .07271 X 9794 KWH 712.12

Total Cost of Electricity 1295.38

Other Charges or Credits

Sales Tax ~~63.02~~

* PART OF WHAT WE COLLECT IN THE TRANSITION
CHARGE IS OWNED BY CEC FUNDING LLC



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

DIGGING? HITTING AN UNDERGROUND WIRE OR PIPE CAN BE DANGEROUS.
THAT'S WHY STATE LAW REQUIRES YOU OR YOUR CONTRACTOR TO CALL
DIG SAFE AT 888-DIG-SAFE AT LEAST THREE BUSINESS DAYS PRIOR
TO DIGGING. ADDITIONAL INFORMATION IS ALSO AVAILABLE AT
WWW.DIGSAFE.COM.

5491

Account Number
1327 913 0036

Billing Date
Oct 31, 2005

Next Read Date
Nov 30, 2005

Service Provided to

PLYMOUTH WATER CO
LYNNE CIR PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	1,310.19
Payment - Thank You 6098	-1,249.21
Other Charges	0.59
Total Cost Electricity	819.29
Amount Due	880.86

Electricity Used

Rate 33-General - Annual
Meter 8037918
Oct 28, 2005 Actual Read 6670
Sep 28, 2005 Actual Read - 6628
Multiplied by Constant X 120
30 Day Billed Use 5040

8037918	KWH	DMD
09/28	8040	60.0
08/29	13200	81.6
08/02	16560	84.0
06/30	11280	80.4
05/31*	8040	64.8
05/02	4800	36.0
03/30	18120	32.4
01/11	6600	36.0
12/01	4680	27.6
10/28	4200	52.8
*Estimate		

Cost of Electricity

Delivery Services
Customer Charge 5.53
Distribution Demand Charges
1st 10 KW No Charge 0.00
Over 10 KW 4.86 X 33.2 KW 161.35
Distribution Energy Charges
1st 2300 KWH .03781 X 2300 KWH 86.96
Over 2300 KWH .00854 X 2740 KWH 23.40
Transition * .02676 X 5040 KWH 134.87
Transmission .00508 X 5040 KWH 25.60
Renewable Energy .00050 X 5040 KWH 2.52
Energy Conservation .00250 X 5040 KWH 12.60
Delivery Services Total 452.83
Supplier Services
Generation Charge
Basic Svc Fixed .07271 X 5040 KWH 366.46
Total Cost of Electricity 819.29

Other Charges or Credits

Sales Tax Exempt ✓
Late Payment Charge 0.59
Current Other Charges 0.59



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

DIGGING? HITTING AN UNDERGROUND WIRE OR PIPE CAN BE DANGEROUS.
THAT'S WHY STATE LAW REQUIRES YOU OR YOUR CONTRACTOR TO CALL
DIG SAFE AT 888-DIG-SAFE AT LEAST THREE BUSINESS DAYS PRIOR
TO DIGGING. ADDITIONAL INFORMATION IS ALSO AVAILABLE AT
WWW.DIGSAFE.COM.

5493

Account Number
2720 946 0016

Billing Date
Oct 31, 2005

Next Read Date
Nov 30, 2005

Service Provided to

PLYMOUTH WATER CO
LUNNS WAY PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	1,358.40
Payment - Thank You 62.02	-1,295.38
Other Charges	0.61
Total Cost Electricity	754.11
Amount Due	817.74

754.72

Electricity Used

Rate 33-General - Annual
Meter 7103372
Oct 27, 2005 Actual Read 98279
Sep 28, 2005 Actual Read - 93093
29 Day Billed Use 5186

7103372	KWH	DMD
09/28	9794	27.6
08/31	13672	28.0
08/02	14752	26.8
06/30	10155	27.1
05/31*	7810	22.3
05/03	5327	25.4
03/29	3066	17.9
03/02	2502	23.6
01/28	3353	18.1
01/01	3028	17.7
12/01	3318	22.1
10/29	5703	24.7
*Estimate		

Cost of Electricity

Delivery Services			
Customer Charge			5.53
Distribution Demand Charges			
1st 10 KW	No Charge		0.00
Over 10 KW	4.86 X	16.3 KW	79.22
Distribution Energy Charges			
1st 2300 KWH	.03781 X	2300 KWH	86.96
Over 2300 KWH	.00854 X	2886 KWH	24.65
Transition *	.02676 X	5186 KWH	138.78
Transmission	.00508 X	5186 KWH	26.34
Renewable Energy	.00050 X	5186 KWH	2.59
Energy Conservation	.00250 X	5186 KWH	12.97
Delivery Services Total			377.04
Supplier Services			
Generation Charge			
Basic Svc Fixed	.07271 X	5186 KWH	377.07
Total Cost of Electricity			754.11

Other Charges or Credits

Sales Tax Exempt	✓	
Late Payment Charge		0.61
Current Other Charges		0.61

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CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

TO HELP YOU MANAGE ENERGY COSTS AND SAVE MONEY THIS WINTER, NSTAR IS INCREASING INCENTIVES TOWARD THE INSTALLATION OF NEW, ENERGY EFFICIENT LIGHTING FIXTURES FOR BUSINESS CUSTOMERS. AVAILABLE UNTIL MARCH 31, 2006, THE ENHANCED LIGHTING SOLUTIONS PROGRAM IS OFFERING EXTRA INCENTIVES TOWARD THE INSTALLATION COST OF AN APPROVED PROJECT. VISIT THE "YOUR BUSINESS" SECTION OF WWW.NSTARONLINE.COM FOR MORE INFORMATION.

Account Number
2720 946 0016

Billing Date
Dec 5, 2005

Next Read Date
Dec 30, 2005

Service Provided to

PLYMOUTH WATER CO
LUNNS WAY PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	63.02
Payment - Thank You	817.74
Other Charges	0.61
Total Cost Electricity	602.04
Amount Due	\$665.67

Electricity Used

Rate 33-General - Annual
Meter 7103372
Dec 02, 2005 Actual Read 1893
Oct 27, 2005 Actual Read - 98279
36 Day Billed Use 3614

7103372	KWH	NMD
12/02	3614	26.3
10/27	5186	26.3
09/28	9794	27.6
08/31	13672	28.0
08/02	14752	26.8
06/30	10155	27.1
05/31*	7810	22.3
05/03	5327	25.4
03/29	3066	17.9
03/02	2502	23.6
01/28	3353	18.1
01/01	3028	17.7
12/01	3318	22.1
*Estimate		

Cost of Electricity

Delivery Services		
Customer Charge (Prorated)		6.64
Distribution Demand Charges (Prorated)		
1st 10 KW No Charge		0.00
Over 10 KW (Prorated)	16.3 KW	95.06
Distribution Energy Charges		
1st 2300 KWH (Prorated)		104.36
Over 2300 KWH (Prorated)		7.29
Transition *	.02676 X 3614 KWH	96.71
Transmission	.00508 X 3614 KWH	18.36
Renewable Energy	.00050 X 3614 KWH	1.81
Energy Conservation	.00250 X 3614 KWH	9.04
Delivery Services Total		339.27
Supplier Services		
Generation Charge		
Basic Svc Fixed	.07271 X 3614 KWH	262.77
Total Cost of Electricity		602.04

Other Charges or Credits

Sales Tax Exempt	
Late Payment Charge	0.61
Current Other Charges	0.61



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

5956

TO HELP YOU MANAGE ENERGY COSTS AND SAVE MONEY THIS WINTER, NSTAR IS INCREASING INCENTIVES TOWARD THE INSTALLATION OF NEW, ENERGY EFFICIENT LIGHTING FIXTURES FOR BUSINESS CUSTOMERS. AVAILABLE UNTIL MARCH 31, 2006, THE ENHANCED LIGHTING SOLUTIONS PROGRAM IS OFFERING EXTRA INCENTIVES TOWARD THE INSTALLATION COST OF AN APPROVED PROJECT. VISIT THE "YOUR BUSINESS" SECTION OF WWW.NSTARONLINE.COM FOR MORE INFORMATION.

Account Number
1327 913 0036

Billing Date
Dec 5, 2005

Next Read Date
Dec 30, 2005

Service Provided to

PLYMOUTH WATER CO
LYNNE CIR PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	60.98
Payment - Thank You	-880.86
Other Charges	0.59
Total Cost Electricity	785.26
Amount Due	\$846.83

Electricity Used

Rate 33-General - Annual
Meter 8037918
Dec 02, 2005 Actual Read 6715
Oct 28, 2005 Actual Read - 6670
Multiplied by Constant X 45
35 Day Billed Use 5400

8037918	KWH	DMD
12/02	5400	27.6
10/28	5040	43.2
09/28	8040	60.0
08/29	13200	81.6
08/02	16560	84.0
06/30	11280	80.4
05/31*	8040	64.8
05/02	4800	36.0
03/30	18120	32.4
01/11	6600	36.0
12/01	4680	27.6
*Estimate		

Cost of Electricity

Delivery Services		
Customer Charge		5.53
Distribution Demand Charges		
1st 10 KW	No Charge	0.00
Over 10 KW	4.86 X 17.6 KW	85.54
Distribution Energy Charges		
1st 2300 KWH	.03701 X 2300 KWH	84.96
Over 2300 KWH	.00854 X 3100 KWH	26.47
Transition *	.02676 X 5400 KWH	144.50
Transmission	.00508 X 5400 KWH	27.43
Renewable Energy	.00050 X 5400 KWH	2.70
Energy Conservation	.00250 X 5400 KWH	13.50
Delivery Services Total		392.63
Supplier Services		
Generation Charge		
Basic Svc Fixed	.07271 X 5400 KWH	392.63
Total Cost of Electricity		785.26

Other Charges or Credits

Sales Tax Exempt	
Late Payment Charge	0.59
Current Other Charges	0.59



CUSTOMER SERVICE CENTER 800-592-2000

TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

THIS BILL REFLECTS 2006 RATE CHANGES EFFECTIVE JAN. 1. LOOK FOR
MOPE RATE INFORMATION IN COMING MONTHS OR VISIT NSTARONLINE.COM
FOR UPDATED RATE INFORMATION. FOR BASIC SERVICE PRICING VISIT
WWW.NSTARONLINE.COM OR CALL 888-627-7477. IF YOUR BILL REFLECTS
USAGE BEFORE JAN. 1 IT HAS BEEN PRORATED.

Account Number
2720 946 0016

Billing Date
Jan 5, 2006

Next Read Date
Jan 31, 2006

Service Provided to

PLYMOUTH WATER CO
LUNNS WAY PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	665.67
Payment - Thank You	-665.67
Total Cost Electricity	436.69
Amount Due	\$436.69

Electricity Used

Rate 33-General - Annual
Meter 7103372
Jan 04, 2006 Actual Read 4576
Dec 02, 2005 Actual Read - 1893
33 Day Billed Use 2683

7103372	KWH	DMD
01/04	2683	18.0
12/02	3614	26.3
10/27	5186	26.3
09/28	9794	27.6
08/31	13672	28.0
08/02	14752	26.8
06/30	10155	27.1
05/31*	7810	22.3
05/03	5327	25.4
03/29	3066	17.9
03/02	2502	23.6
01/28	3353	18.1
01/01	3028	17.7

*Estimate

Cost of Electricity

Delivery Services (PRORATED)

Customer Charge			5.53
Distribution Demand Charges	2.16 X	18.0 KWH	38.88
Distribution	.03358 X	2683 KWH	90.10
Transition *	.02706 X	2683 KWH	72.62
Transmission	.00532 X	2683 KWH	14.28
Renewable Energy	.00049 X	2683 KWH	1.34
Energy Conservation	.00250 X	2683 KWH	6.71

Delivery Services Total 229.46

Supplier Services

Generation Charge			
Basic Svc Fixed	.07723 X	2683 KWH	207.23

Total Cost of Electricity 436.69

Sales Tax Exempt

* PART OF WHAT WE COLLECT IN THE TRANSITION
CHARGE IS OWNED BY CEC FUNDING LLC

CHARGES ARE SUBJECT TO 0.97% INTEREST
AFTER 25 DAYS.



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

THIS BILL REFLECTS 2006 RATE CHANGES EFFECTIVE JAN. 1. LOOK FOR MORE RATE INFORMATION IN COMING MONTHS OR VISIT NSTARONLINE.COM FOR UPDATED RATE INFORMATION. FOR BASIC SERVICE PRICING VISIT WWW.NSTARONLINE.COM OR CALL 888-627-7477. IF YOUR BILL REFLECTS USAGE BEFORE JAN. 1 IT HAS BEEN PRORATED.

069

Account Number
1327 913 0036

Billing Date
Jan 6, 2006

Next Read Date
Jan 31, 2006

Service Provided to

PLYMOUTH WATER CO
LYNNE CIR PUMP
PLYMOUTH MA 02360

Account Summary

Previous Bill	846.83
Payment - Thank You	-846.83
Total Cost Electricity	714.65
Amount Due	\$714.65

Electricity Used

Rate 33-General - Annual
Meter 8037918
Dec 30, 2005 Estimated Read 6752
Dec 02, 2005 Actual Read - 6715
37
Multiplied by Constant X 120
28 Day Billed Use 4440

8037918	KWH	DMD
12/30*	4440	36.0
12/02	5400	27.6
10/28	5040	43.2
09/28	8040	60.0
08/29	13200	81.6
08/02	16560	84.0
06/30	11280	80.4
05/31*	8040	64.8
05/02	4800	36.0
03/30	18120	32.4
01/11	6600	36.0
12/01	4680	27.6
*Estimate		

Cost of Electricity

Delivery Services

Customer Charge	5.53
Distribution Demand Charges	
1st 10 KW No Charge	0.00
Over 10 KW 4.86 X 26.0 KW	126.36
Distribution Energy Charges	
1st 2300 KWH .03781 X 2300 KWH	86.96
Over 2300 KWH .00854 X 2140 KWH	18.28
Transition * .02676 X 4440 KWH	118.81
Transmission .00508 X 4440 KWH	22.56
Renewable Energy .00050 X 4440 KWH	2.22
Energy Conservation .00250 X 4440 KWH	11.10

Delivery Services Total 391.82

Supplier Services

Generation Charge	
Basic Svc Fixed .07271 X 4440 KWH	322.83

Total Cost of Electricity 714.65

Sales Tax Exempt

Handwritten signature

* PART OF WHAT WE COLLECT IN THE TRANSITION CHARGE IS OWNED BY CEC FUNDING LLC

CHARGES ARE SUBJECT TO 0.97% INTEREST AFTER 25 DAYS.



CUSTOMER SERVICE CENTER 800-592-2000
TECH CENTER FOR BUSINESS CUSTOMERS 800-340-9822

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Ellen Kitchell

DTE 1-16 Refer to Exh. SBA-1, Sch. R-4. Please provide a copy of the management contract associated with the Company's management fee. If no written contract exists, provide the names of the parties to the agreement, the scope of work to be performed on behalf of the Company, and the derivation of contract costs under the arrangement.

RESPONSE: Copy attached.

FINANCIAL SERVICES MANAGEMENT AGREEMENT

FINANCIAL SERVICES MANAGEMENT AGREEMENT ("Agreement"), entered into as of the 1st day of January, 1998, by and between **J.H. LYNCH & SONS, INC.** ("Manager"), a Rhode Island corporation having its offices at 50 Lynch Place, Cumberland, Rhode Island 02864 and **PLYMOUTH WATER COMPANY** ("Owner"), having its principal office at 133 Raymond Road, Plymouth, Massachusetts, 02360.

W I T N E S S E T H:

A. Owner is the owner of a water company located at 133 Raymond Road, Plymouth, Massachusetts (the "Business") that provides water service in the Plymouth, Massachusetts area including, but not limited to, The Ponds at Plymouth Subdivision.

B. Owner desires to employ Manager to operate and manage the financial and clerical aspects of the Business as Manager, and Manager desires to accept such position, all subject to the following terms and conditions:

NOW, THEREFORE, the parties hereto have agreed as follows:

Article I

FINANCIAL MANAGEMENT SERVICES

1.1 Exclusive Manager. Owner hereby designates Manager as the exclusive financial and clerical manager for the Business. Manager's relationship to Owner shall be that of independent contractor.

1.2 Management Personnel. Manager shall hire, pay, and supervise, as employees of Manager, all persons who it deems necessary for the proper maintenance and operation of the Business. Such personnel shall be deemed employees of Manager, and Owner shall have no right to supervise or direct such employees. All reasonable salaries, wages, and other compensation of personnel employed by Manager hereunder, including fringe benefits, shall be deemed to be expenses of Manager (and Manager shall be solely responsible for all payroll and other taxes and all other deductions paid or made and/or required by law, and for preparing and filing all returns and other documents required under federal or local law).

1.3 Duties of Agent. Manager, as exclusive agent, subject to the Owner's direction and consent, shall use its best efforts to:

- (a) Maintain financial records for the Business.

- (b) Coordinate and perform all billing activities including maintaining accounts receivable reports.
- (c) Prepare financial reports and statements.
- (d) Coordinate the purchase of equipment and operation of plant and facilities.
- (e) Maintain accounts payable records.

1.4 Records and Reports.

(a) Accounting Records. Manager shall maintain accurate books and records of all funds received and disbursed by the Owner in connection with its Business. Such books and records shall be prepared and kept in accordance with generally accepted accounting principles consistently applied. Manager shall preserve all such books and records for at least three (3) years after the close of the calendar year to which they related.

Article II

MANAGEMENT COMPENSATION

2.1 Manager's Fee. Owner shall pay Manager the following sums on a monthly basis:

- (a) A flat fee of \$1500 per month to include managerial service expenses of Manager and clerical support staff.

Article III

TERMS

3.1 Term. This Agreement shall commence as of the date first above written and shall continue year to year until terminated. Either party may terminate this Agreement upon thirty (30) days written notice.

Article IV

MISCELLANEOUS

4.1 Notices. Any notice to be given or to be served upon any party hereto must be in writing and may be given by certified or registered mail, but shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed and with postage prepaid, is deposited in the U.S. mail. If notice is given in some manner other than by certified or registered mail, it shall be deemed to have been given when delivered to, and received by, the party to whom it is addressed. Such notices shall be given to the parties hereto at the following address:

If to Owner: PLYMOUTH WATER COMPANY
 133 Raymond Road
 Plymouth, Massachusetts, 02360.

If to Manager: J.H. Lynch & Sons, Inc.
 Attn: Ellen Kitchell
 50 Lynch Place
 Cumberland, RI 02864

Either party shall have the right to change its address for notice hereunder to any other location or to add additional addresses for notice hereunder by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

4.2 Property Maintenance. Manager shall have no responsibility to maintain the Owner's property used in connection with the Business. Any and all work and expenses associated with the maintenance of the Owner's property, including, but not limited to, the maintenance of the Owner's equipment, wells, pipes and other apparatus shall be completed and paid for by Owner.

4.3 Miscellaneous.

(a) This Agreement shall constitute the entire agreement between the parties hereto, and no modification thereof shall be effective unless made by supplemental agreement in writing executed by the parties.

(b) Nothing contained in this Agreement shall constitute, nor shall anything in this Agreement be construed to be or to create, a partnership or joint venture between Owner, its successors, or assigns on the one part, and Manager, its successors, or assigns on the other part.

(c) Neither this Agreement nor any provision hereof nor any service, relationship, or other matter alluded to herein shall inure to the benefit of any third party, to any trustee in bankruptcy, to any assignee for the benefit of creditors, to any receiver by reason of insolvency, to any other fiduciary or officer representing a bankrupt or insolvent estate of either party, or to the creditors or claimants in such an estate.

(d) If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, then such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

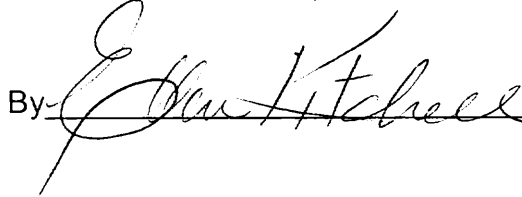
(e) Unless the context clearly requires otherwise, the singular number herein shall include the plural; the plural number shall include the singular; and any gender shall include all genders. The titles and captions used herein shall not affect the construction of this Agreement.

WITNESS THE EXECUTION HEREOF as of the date first above written.

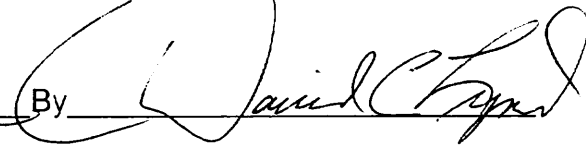
J.H. LYNCH & SONS, INC.

PLYMOUTH WATER COMPANY

By

A handwritten signature in cursive script, appearing to read "John H. Lynch", written over a horizontal line.

By

A handwritten signature in cursive script, appearing to read "David C. Lynch", written over a horizontal line.

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Ellen Kitchell

DTE 1-17 Refer to Exh. SBA-1, Sch. R-5. Please provide both the most current billings and policies associated with the Company's general liability and excess liability insurance policies.

RESPONSE: Copies attached.

GOODRICH-BLESSING AGENCY, INC.

One Harry Street
Cranston RI 02907
Phone: 401-944-9400
Fax: 401-944-7360

Invoice

Invoice Number: **7377**

Bill To:

Plymouth Water Co., Inc.
133 Raymond Road
Plymouth MA 02360-2360

Contact Code: 27050

Invoice Date 4/5/2006			Agent	Due Date 04/05/2006	Effective Date 03/24/2006	Expiration Date 03/24/2007
Type	LOB	Company	Policy Number	Reference		Amount
NEW	LIAB	225	CLS1226277	GENERAL LIABILITY COVERAGE -		\$5,624.00
NEW	LIAB	225	CLS1226277	4% MA TAX -		\$224.96
NEW	LIAB	225	CLS1226277	INSPECTION & FILE FEE -		\$154.00
						\$6,002.96

This invoice represents all charges in connection with services rendered in the placement of the items described hereon.

DATE 03/31/06	CONFIRMATION OF COVERAGES		N.I.F. NUMBER GC0237
NAME & MAILING ADDRESS OF INSURED PLYMOUTH WATER COMPANY PILGRIM WATER HOLDING CO., INC 50 LYNCH PLACE CUMBERLAND, RI 02864		NIF SERVICES OF NEW ENGLAND, INC. 10 Jefferson Boulevard Warwick, RI 02888-1014 (401) 941-1200 Fax (401) 461-3870	
BROKER GOODRICH-BLESSING AGENCY, INC. ONE HARRY STREET CRANSTON, R.I. 02907 ATTN: DON		UNDERWRITER: LORI FERA INSURANCE COMPANY SCOTTSDALE INS. CO [PROGRAM] POLICY NUMBER CLS1226277	CODE 94 INVOICE NUMBER 3N134A
		POLICY TERM 03/24/06 TO 03/24/07	

COMMERCIAL GENERAL LIABILITY

SIMPLIFIED OCCURRENCE FORM

GENERAL AGGREGATE	\$2,000,000	EACH OCCURRENCE LIMIT	\$1,000,000
PRODUCTS/COMPLETED OPS AGG.	\$2,000,000	FIRE DAMAGE LIMIT	\$100,000
PERSONAL & ADV INJURY	\$1,000,000	MEDICAL EXPENSE LIMIT	\$5,000

SUBJECT TO INSPECTION

EXCLUDING "REAL ESTATE DEVELOPMENT, PROPERTY OR INFRASTRUCTURE IMPROVEMENTS.

EXCLUSIONS

POLLUTION	CG 0067 VIOLATION OF INFO STATUTES	EMPLOYMENT RELATED PRACTICES
NUCLEAR ENERGY	ASBESTOS	PUNITIVE OR EXEMPLARY DAMAGES
LEAD	WAR	FUNGI OR BACTERIA
FAILURE TO SUPPLY	RESIDENTIAL	

ADDITIONAL ENDORSEMENTS & CONDITIONS

25% MINIMUM EARNED PREMIUM	AMENDMENT TO OTH INS CONDITIONS	CONTRACTORS SPECIAL CONDITIONS
SERVICE OF SUIT	CG 2426 AMEND INSURED CONTRACT DEF	CGL CONDITIONS
MINIMUM AND ADVANCE PREMIUM	PYRAMIDING OF LIMITS	

LOCATION/AFFIDAVIT ADDRESS

PLYMOUTH WATER COMPANY
LUNN'S WAY
PLYMOUTH, MA 02360 [PLYMOUTH]

ITEMS REQUESTED

1) AFFIDAVIT 2) SIGNED & DATED APPLICATION 3) TERRORISM FORM

ADDITIONAL COMMENTS

TERRORISM COVERAGE MAY BE ADDED FOR AN A/P OF 5% PLUS TAX & FEES
SIGNED TERRORISM FORM REQUIRED AT TIME OF BINDING
SIGNED APPLICATION AND ORIGINAL SIGNED AFFIDAVIT REQUIRED WITHIN 10
DAYS OF BINDING TO AVOID CANCELLATION.

THIS POLICY IS SUBJECT TO AUDIT

PREMIUM	\$5,624.00	FILING FEE	\$54.00	DEPOSIT REQ	\$2,001.00
TAX A	\$224.96	INSP FEE	\$100.00		

CONFIRMATION OF COVERAGES

N.I.F. NUMBER

GC0237

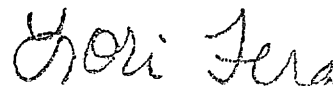
PLYMOUTH WATER COMPANY

This document is evidence that insurance described above has been placed; against which policies will be issued, subject to all the terms and conditions of the policy. IMMEDIATE ADVICE MUST BE GIVEN OF ANY DISCREPANCIES, INACCURACIES or NECESSARY CHANGES.

NO FLAT CANCELLATIONS

THE ABOVE IS BINDING ONLY WHEN SIGNED BY AN AUTHORIZED REPRESENTATIVE BELOW.

DTE 1-17



SIGNATURE OF AUTHORIZED REPRESENTATIVE

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with the Scottsdale Insurance Group, a subsidiary of the Nationwide Insurance Company. The Scottsdale Insurance Group is a reliable, service-oriented group of companies that will help protect you against certain losses.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact the Scottsdale Insurance Group 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our web site at www.scottsdaleins.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM

Call **1-800-423-7675** or visit our web site at **www.scottsdaleins.com**

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.

BASIC LIABILITY



SCOTTSDALE INSURANCE COMPANY®

Home Office Address:

One Nationwide Plaza o Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive o Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

DTE 1-17

Renewal of Number
NEW



SCOTTSDALE INSURANCE COMPANY®

Policy Number
CLS1226277

Home Office:
One Nationwide Plaza - Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive, Scottsdale, Arizona 85258
1-800-423-7675 (outside Arizona)
A STOCK COMPANY

COMMON POLICY DECLARATIONS

Item 1. Named Insured and Mailing Address

PLYMOUTH WATER COMPANY
SEE SCHEDULE OF NAMED INSURED
50 LYNCH PLACE
CUMBERLAND RI 02864

Agent Name and Address

N.I.F. SERVICES OF NEW ENGLAND
INC.
10 JEFFERSON BLVD
WARWICK RI 02887

Agent No. 38003

Program No.: 00YY

Item 2. Policy Period From: 03-24-06 To: 03-24-07 Term: 1 YEAR

12:01 A.M., Standard Time at your mailing address

Business Description: WATER SALE TO 150 HOMES

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium
Commercial General Liability Coverage Part	\$ 5,624.00
Commercial Property Coverage Part	\$ NOT COVERED
Commercial Crime Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ NOT COVERED
Commercial Auto (Business Auto or Truckers) Coverage Part	\$ NOT COVERED
Commercial Garage Coverage Part	\$ NOT COVERED
Professional Liability Coverage Part	\$ NOT COVERED
	\$
	\$
	\$
	\$
Total Policy Premium	\$ 5,624.00
	\$
	\$

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



SCOTTSDALE INSURANCE COMPANY®

Policy No. CLS1226277

Effective Date 03-24-06

12:01 A.M. Standard Ti

Named Insured PLYMOUTH WATER COMPANY

Agent No. 38003

TERRORISM COVERAGE

In consideration of a premium of \$ 268, Terrorism Coverage is provided as outlined in the forms contained in this policy and included in the Schedule Of Forms and Endorsements.



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF NAMED INSURED

Policy No. CLS1226277

Effective Date: 03-24-06

12:01 A.M., Standard Time

Named Insured PLYMOUTH WATER COMPANY

Agent No. 38003

PLYMOUTH WATER COMPANY
PILGRIM WATER HOLDING COMPANY,
INC.



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CLS1226277

Effective Date: 03-24-06

12:01 A.M., Standard Time

Named Insured PLYMOUTH WATER COMPANY

Agent No. 38003

COMMON POLICY FORMS AND ENDORSEMENTS

NOTX0178CW	06-03	CLAIM REPORTING INFORMATION
UTS-COVPG	01-05	COVER PAGE
OPS-D-1	12-00	COMMON POLICY DECLARATIONS
UTS-309G	01-03	TERRORISM COVERAGE
UTS-SP-1	08-96	SCHEDULE OF NAMED INSURED
UTS-SP-2L	12-95	SCHEDULE OF FORMS & ENDORSEMENTS
UTS-SP-3	08-96	SCHEDULE OF LOCATIONS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	07-02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
UTS-119G	01-00	MINIMUM EARNED CANCELLATION PREMIUM
UTS-74G	08-95	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
UTS-9G	05-96	SERVICE OF SUIT CLAUSE

GENERAL LIABILITY FORMS AND ENDORSEMENTS

CLS-SD-1L	08-01	COMMERCIAL LIABILITY COVERAGE PART DEC
CLS-SP-1L	10-93	GENERAL LIABILITY COVERAGE PART-EXT.
GLS-103S	09-02	DESIGNATED OPERATIONS EXCLUSION
CG 00 01	10-01	COMMERCIAL GENERAL LIABILITY COV FORM
CG 00 62	12-02	WAR LIABILITY EXCLUSION
CG 00 67	03-05	EXCL-VIOL OF STATS THAT GOVERN EMAIL FAX
CG 21 47	07-98	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49	09-99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67	04-02	FUNGI OR BACTERIA EXCLUSION
CG 21 71	12-02	LTD TERRORISM EXCL/OTHER THAN CERTIF ACT
CG 22 50	11-88	EXCL-FAILURE TO SUPPLY
CG 24 26	07-04	AMENDMENT OF INSURED CONTRACT DEFINITION
GLS-152S	12-96	AMENDMENT TO OTHER INS CONDITION
GLS-30S	05-05	CONTRACTORS SPECIAL CONDITIONS
GLS-47S	03-01	MINIMUM AND ADVANCE PREMIUM ENDT
GLS-58S	12-93	LEAD CONTAMINATION EXCLUSION
GLS-74S	09-05	AMENDMENT OF CONDITIONS
GLS-95S	07-93	PYRAMIDING OF LIMITS ENDT
UTS-131G	03-92	ASBESTOS EXCLUSION
UTS-257S	06-01	RESIDENTIAL EXCLUSION



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOCATIONS

Policy No. CLS1226277

Effective Date: 03-24-06

12:01 A.M., Standard Time

Named Insured PLYMOUTH WATER COMPANY

Agent No. 38003

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
001	001	LUNN'S WAY PLYMOUTH, MA 02360-0000	

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Endorsement Effective Date 03-24-06

Policy No. CLS1226277

12:01 A.M., Standard Time

Named Insured PLYMOUTH WATER COMPANY

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 25% of the original premium.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. CLS1226277

Named Insured PLYMOUTH WATER COMPANY

Endorsement Effective Date 03-24-06

12:01 A.M., Standard Time

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

DTE 1-17

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. CLS1226277

Named Insured PLYMOUTH WATER COMPANY

Endorsement Effective Date 03-24-06

12:01 A.M., Standard Time

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

COMMISSIONER OF INSURANCE

ONE SOUTH STATION, 5TH FLOOR

BOSTON, MA 02210-2208

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

DTE 1-17

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS**

Policy No. CLS1226277

Effective Date: 03-24-06

12:01 A.M., Standard Time

Named Insured PLYMOUTH WATER COMPANY

Agent No. 38003

Item 1. Limits of Insurance

Coverage	Limit of Liability	
Aggregate Limits of Liability	\$ 2,000,000	Products/Completed Operations Aggregate
	\$ 2,000,000	General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability Damage To Premises Rented To You	\$ 1,000,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
	\$ 100,000	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	\$ 1,000,000	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	\$ 5,000	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability

Item 2. Form of Business and Location of Premises

Form of business: WATER SALE TO 150 HOMES

- ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company
☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations**Item 3. Forms and Endorsements**

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements**Item 4. Premiums**

Coverage Part Premium:	\$	5,624.00
Other Premium:	\$	
Total Premium:	\$	5,624.00

DTE 1-17
THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXTENSION OF SUPPLEMENTAL DECLARATIONS**

Policy No. CLS1226277

Effective Date: 03-24-06

12:01 A.M., Standard Time

Named Insured PLYMOUTH WATER COMPANY

Agent No. 38003

Prem. No. 001/001	Bldg. No.	Class Code 91581	Exposure 60,000	Basis TOTAL COST/NEAREST THOUSAND
Class Description: CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, ERECTION OR REPAIR - NOT BUILDINGS (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO GENERAL AGGREGATE LIMIT)				Premises/Operations
				Rate Premium
				8.570 514
				Products/Comp Operations
				Rate Premium
				INCL INCL
Prem. No. 001/001	Bldg. No.	Class Code 99943	Exposure 28,600	Basis PAYROLL/NEAREST THOUSAND
Class Description: WATER COMPANIES (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO GENERAL AGGREGATE LIMIT)				Premises/Operations
				Rate Premium
				169.301 4,842
				Products/Comp Operations
				Rate Premium
				INCL INCL
Prem. No. 001/001	Bldg. No.	Class Code 99943	Exposure INCL	Basis FLAT CHARGE
Class Description: CHARGE FOR TERRORISM COVERAGE				Premises/Operations
				Rate Premium
				INCL 268
				Products/Comp Operations
				Rate Premium
Prem. No.	Bldg. No.	Class Code	Exposure	Basis
Class Description:				Premises/Operations
				Rate Premium
				Products/Comp Operations
				Rate Premium



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Endorsement Effective Date 03-24-06

Policy No. CLS1226277

12:01 A.M., Standard Time

Named Insured PLYMOUTH WATER COMPANY

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
HOSPITAL PROFESSIONAL LIABILITY COVERAGE FORM
ERRORS AND OMISSIONS COVERAGE PART
PROFESSIONAL LIABILITY INSURANCE
BEAUTY PARLOR/BARBER SHOP PROFESSIONAL LIABILITY INSURANCE

SCHEDULE

Description of excluded operations:
REAL ESTATE DEVELOPMENT, PROPERTY OR INFRASTRUCTURE IMPROVEMENTS

This insurance does not apply to any **medical incident**, "damages," "bodily injury," "property damage," or "personal and advertising injury" arising out of the operations shown in the schedule above.

AUTHORIZED REPRESENTATIVE

DATE

DTE 1-17

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance ; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;

- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while taking part in athletics.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

h. War

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- ### 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section I - Coverage **A** - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion i. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1)** War, including undeclared or civil war; or
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

WAR

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- a.** War, including undeclared or civil war; or
 - b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- C. Exclusion h. under Paragraph 2., Exclusions of Section I – Coverage C – Medical Payments** does not apply. Medical payments due to war are now subject to Exclusion g. of Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments** since "bodily injury" arising out of war is now excluded under Coverage A.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2.,
**Exclusions of Section I – Coverage A – Bodily In-
jury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION
OF STATUTES**

"Bodily injury" or "property damage" arising di-
rectly or indirectly out of any action or omis-
sion that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmit-
ting, communicating or distribution of mate-
rial or information.

- B. The following exclusion is added to Paragraph 2.,
**Exclusions of Section I – Coverage B – Personal
And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION
OF STATUTES**

"Personal and advertising injury" arising directly
or indirectly out of any action or omission that
violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmit-
ting, communicating or distribution of mate-
rial or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FAILURE TO SUPPLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam.

This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. CLS1226277

Named Insured PLYMOUTH WATER COMPANY

Endorsement Effective Date 03-24-06

12:01 A.M., Standard Time

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of SECTION IV -
COMMERCIAL GENERAL LIABILITY CONDITIONS is
deleted in its entirety and is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary except when **b.** below
applies.

b. Excess Insurance

This insurance is excess over any other insurance,
whether primary, excess, contingent or on any other
basis:

- (1) That is Fire, Extended Coverage, Builder's Risk,
Installation Risk or similar coverage for "your
work";
- (2) That is Fire insurance for premises rented to
you or temporarily occupied by you with per-
mission of the owner;
- (3) If the loss arises out of the maintenance or use
of aircraft, "auto" or watercraft to the extent not
subject to Exclusion **g.** of Coverage A (Section
I); or

- (4) That is valid and collectible insurance available
to you under any other policy.

When this insurance is excess, we will have no duty
under Coverages A or B to defend the insured
against any "suit" if any other insurer has a duty to
defend the insured against that "suit." If no other in-
surer defends, we will undertake to do so, but we will
be entitled to the insured's rights against all those
other insurers.

When this insurance is excess over other insurance,
we will pay only the amount of the loss, if any, that
exceeds the sum of:

- (1) The total amount that all such other insurance
would pay for the loss in the absence of this in-
surance; and
- (2) The total of all deductible and self-insured
amounts under all other insurance.

If a loss occurs involving two or more policies, each
of which states that its insurance will be excess,
then our policy will contribute on a pro rata basis.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. CLS1226277

Named Insured PLYMOUTH WATER COMPANY

Endorsement Effective Date 03-24-06

12:01 A.M., Standard Time

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SPECIAL CONDITIONS

The following Condition is added to the policy.

Contractors Special Conditions

You will obtain current certificates of insurance from all independent contractors providing evidence of:

1. "Bodily injury" and "property damage" liability Limits of Insurance equal to or greater than the limits provided by this policy; and
2. Coverage equal to or greater than the coverages provided by this policy.

Failure to comply with this condition does not alter the coverage provided by this policy. However, should you fail to comply, a premium charge will be made at the time of audit. At audit, the premium charge will be

computed by multiplying the "total cost" of all work sublet that fails to meet the above condition, by the rate per \$1,000 payroll for the applicable classification of the work performed.

At audit, if the policy does not contain the applicable classification and rate for the work performed, we will multiply our usual and customary rate per \$1,000 payroll for that classification by the net modification factor, if any, applied to the policy rates.

For purposes of this endorsement, "total cost" means the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions paid.

DTE 1-17

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

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Named Insured PLYMOUTH WATER COMPANY

Endorsement Effective Date 03-24-06

12:01 A.M., Standard Time

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM AND ADVANCE PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

MINIMUM PREMIUM 100 %

Item 5.b. of the Premium Audit Condition (under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, LIQUOR LIABILITY CONDITIONS AND PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS**) is amended to read:

- b. The advance premium for this Coverage Part is a deposit premium only. The final premium shall be subject to audit. At the close of each audit period we will compute the earned premium for that period. Any audit premiums are due and payable to us on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium as defined below. In the event the first Named Insured fails or refuses to allow our representative to audit your books and records, we may unilaterally charge a final premium for the policy period at double the minimum or advance premium, whichever is greater, and such final premium shall be immediately due and payable on notice to the first Named Insured.

For purposes of this policy, the terms advance premium, earned premium, and minimum premium are defined as follows:

Advance Premium - The premium that is stated in the policy Declarations and payable in full by the first Named Insured at the inception of the policy.

Earned Premium - The premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the audit period.

Minimum Premium - The lowest premium for which this insurance will be written for the Policy Period stated in Item 2. of the Declarations. This minimum premium is equal to 100% (unless a different percentage (%) is shown in the SCHEDULE above) of the advance premium including any premium adjustments made by endorsement to this policy during the policy period. Premium adjustments do not include the audit premium developed for the Policy Period stated in Item 2. of the Declarations.

DTE 1-17

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. CLS1226277

Named Insured PLYMOUTH WATER COMPANY

Endorsement Effective Date 03-24-06

12:01 A.M., Standard Time

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement excludes "occurrences" at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured; or from the operations of the insured, which result in:

- a. "Bodily Injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property Damage" arising from any form of lead;
- c. "Personal Injury" arising from any form of lead;
- d. "Advertising Injury" arising from any form of lead;
- e. **Medical Payments** arising from any form of lead;
- f. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effect of lead; or
- g. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

DTE 1-17

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Endorsement Effective Date 03-24-06

Policy No. CLS1226277

12:01 A.M., Standard Time

Named Insured PLYMOUTH WATER COMPANY

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS COMPLETED OPERATIONS COVERAGE PART**

The Condition entitled **When We Do Not Renew** is deleted in its entirety.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

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Attached to and forming a part of

Policy No. CLS1226277

Named Insured PLYMOUTH WATER COMPANY

Endorsement Effective Date 03-24-06

12:01 A.M., Standard Time

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PYRAMIDING OF LIMITS ENDORSEMENT

Two or More Coverage Forms or Policies Issued by Us

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY COVERAGE FORM

HOSPITAL PROFESSIONAL LIABILITY COVERAGE FORM

PROFESSIONAL LIABILITY COVERAGE FORM

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence," the maximum applicable per Occurrence and Aggregate Limits of Insurance available under all the Coverage Forms or policies shall not be the total of the per Occurrence or Aggregate Limits of Insurance for those Coverage Forms or policies, but rather shall not exceed the highest applicable per Occurrence and Aggregate Limits of Insurance under any one Coverage Form or policy.

This endorsement does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

DTE 1-17

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

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Policy No. CLS1226277

Named Insured PLYMOUTH WATER COMPANY

Endorsement Effective Date 03-24-06

12:01 A.M., Standard Time

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

The coverage afforded by this policy does not apply to bodily injury, personal injury or property damage arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
2. The use of asbestos in construction or manufacturing any good, product or structure; or
3. The removal of asbestos from any good, product or structure; or

4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or suit related to any of the above.

DTE 1-17

AUTHORIZED REPRESENTATIVE

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SCOTTSDALE INSURANCE COMPANY®

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Endorsement Effective Date 03-24-06

Policy No. CLS1226277

12:01 A.M., Standard Time

Named Insured PLYMOUTH WATER COMPANY

Agent No. 38003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESIDENTIAL EXCLUSION

This insurance does not apply, either directly or as assumed by contract, for any lawsuits, actions or any other claim for liability for "bodily injury," "property damage" or "personal and advertising injury" ("personal injury" or "advertising injury") arising from or in any way relating to the insured's operations or interest or any other involvement in any condominium, townhouse, apartment building or residential:

1. Development;
2. Construction;
3. Reconstruction; or
4. Renovation

that occurs:

- a. Prior to inception of this policy;
- b. During this policy term; or
- c. Prior to the inception of this policy and that continues into this policy term.

However, this exclusion does not apply in the following state(s):

NONE

DTE 1-17

AUTHORIZED REPRESENTATIVE

DATE

Hand delivered 3/21/06

GOODRICH-BLESSING AGENCY, INC.

One Harry Street
Cranston RI 02907
Phone: 401-944-9400
Fax: 401-944-7360

Invoice

Invoice Number: **7349**

Bill To:

Plymouth Water Co., Inc.
133 Raymond Road
Plymouth MA 02360-2360

Contact Code: 27050

Invoice Date			Agent	Due Date	Effective Date	Expiration Date
3/31/2006				03/31/2006	03/24/2006	03/24/2007
Type	LOB	Company	Policy Number	Reference		Amount
NEW	CUMBR	215	XLS0033612	\$5,000,000. EXCESS LIABILITY -		\$6,198.00
						\$6,198.00

This invoice represents all charges in connection with services rendered in the placement of the items described hereon.

ACORD™ INSURANCE BINDERDATE
03/28/06

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER	PHONE (A/C, No, Ext): 401-435-5400 FAX (A/C, No): 401-438-0980	COMPANY	BINDER #
RISCO 60 Catamore Boulevard East Providence, RI 02914-1226		SCOTTSDALE INSURANCE COM	XLS0033612
		DATE EFFECTIVE	TIME
		03/24/06	12:01
			X AM
			PM
		DATE EXPIRATION	TIME
		03/24/07	X 12:01 AM
			NOON
CODE:	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID: 10748		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)	
INSURED	Plymouth Water Company Pilgrim Water Holding Co., Inc. 50 Lynch Place Cumberland, RI 02864	Premium: \$5,775. Tax: \$173.25 Fee: \$250 25% Minimum Earned	

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS BASIC BROAD SPEC				
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR		EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$	
	RETRO DATE FOR CLAIMS MADE:			
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$ \$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE COLLISION: OTHER THAN COL:	ALL VEHICLES SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER	\$ \$ \$	
GARAGE LIABILITY ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$	
EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM	EXCESS GL & EL RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION	\$5,000,000 \$5,000,000 N/A	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$	
SPECIAL CONDITIONS/ OTHER COVERAGES	ALL TERMS PER QUOTE OF MARCH 22, 2006. SUBJECT TO SCOTTSDALE INSURANCE CO. ON PRIMARY. 4 YEAR LOSS RUNS REQUIRED.	FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$	

NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Barry Phillips</i>	
	DTE 1-17	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

INVOICE

Goodrich/Blessing

Insurance and Bonds

One Harry Street
Cranston, Rhode Island 02907
401-944-9400

CUSTOMER NO.

Plymouth Water Company
50 Lynch Place
Cumberland, R.I. 02864

NAMED
INSURED

4-12-2006

PLEASE DETACH AND
RETURN WITH PAYMENT

AMOUNT
REMITTED \$

CO. NO.	POLICY PERIOD	CL & TR	POLICY NUMBER AND DESCRIPTION	PREMIUM		BALANCE
				CHARGE	CREDIT	
250	12-10-2005 to 12-10-2006	50 1	Renewal of Equipment Damage Insurance Travelers Property Ins.Co. Blanket Insurance: \$69,867,000. Equipment \$ 5,000. Deductible	\$ 490.00		\$ 490.00

PREMIUMS DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY

CHARGES DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY

This invoice represents all charges in connection with services rendered in the placement of the items described hereon.

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Ellen Kitchell

DTE 1-18 Refer to Exh. SBA-1, Sch. R-5. Please provide all workpapers, calculations, assumptions, etc., used to derive the proposed gate valve and hydrant maintenance program expense of \$9,363.

RESPONSE: A gate valve/hydrant maintenance program was completed on February 10, 2006 by Sarian Company, Inc. See attached invoice.

Sarian Company, Inc.

8 Jan Sebastian Drive

Unit 24

Sandwich, MA 02563

Phone: 508-888-7262 Fax: 508-888-8313

Invoice

Date	Invoice #
2/10/2006	5297

Bill To:

Plymouth Water Company
ATTN: Ms. Ellen Kitchell
133 Raymond Road
Plymouth, MA 02360

Description	Amount
Plymouth Water Company: Gate valve program As per quote of April 2005	
Two Hundred Six (206) Gate Valves: Report enclosed) 9,393.60

Thank you for your business.

Total**\$9,393.60**

February 10, 2006

Ms. Ellen Kitchell
Plymouth Water Company
133 Raymond Road
Plymouth, MA 02630

Ellen:

We have completed our Gate Valve Maintenance Program, as per our quote to you of April 2005. Each gate box cover was opened, and all foreign material was removed from the gate box. In the event the gate box was buried more than six inches, or other problems were found, the problem was noted and is included in the attached summary. Gates were exercised to ensure they were open and operating properly. Our summary report included each location of gate, whether the gate box was exposed and if the gate could be operated, and any defects observed.

Problems identified in the field are:

- A. Two (2) gates will not operate (one is frozen, one needs the gate box reset as it is too close to the nut to turn);
- B. Five (5) gates are too shallow or too deep (two (2) gates at cluster at Raymond and Desiderata are less than two feet deep, three (3) gates are over eight feet deep);
- C. Eleven (11) gate valves boxes are buried under pavement;
- D. Four (4) gates valve box covers are broken, one (1) gate valve box is broken;
- E. Four (4) gate valve boxes need to be raised;
- F. Two discrepancies were found on map: three valves shown on maps could not be found in field.

I have also included a summary list of various issues found with hydrants during our hydrant maintenance program. In reviewing both lists, it is our opinion that a three man crew from J.H. Lynch, with backhoe and other equipment, should be able to repair these items in a week's time.

Sincerely:
SARIAN COMPANY, INC.



Marisa Picone-Devine

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Ellen Kitchell

DTE 1-19 Refer to Exh. SBA-1, Sch. R-5. Please provide all workpapers, calculations, assumptions, etc., used to derive the proposed storage tank cleaning and inspection program expense of \$2,675.

RESPONSE: This work was completed on April 13, 2006. It was conducted by Underwater Solutions, Inc. Please see attached.

UNDERWATER SOLUTIONS INC.

Commercial Diving Services

P.O. BOX 208 • PHONE 508-758-6126 • MATTAPOISETT, MA 02739

INVOICE DATE	INVOICE NO.
4/13/06	2085

- INDUSTRIAL
- COMMERCIAL
- MUNICIPAL

• PLEASE REMIT TO: P.O. BOX 208 • MATTAPOISETT, MA 02739 •

SOLD TO:

Plymouth Water Company
133 Raymond Road
Plymouth, MA 02360
Attn: Mr. Don Rugg

SHIPPED TO: (SAME AS SOLD TO UNLESS OTHERWISE INDICATED)

YOUR ORDER NO.	ORDER DATE	SALESMAN	OUR ORDER NO	SHIPPED VIA	CUST.NO.	TERMS
Per Agreement	12/20/05	WTC				NET 15 DAYS

ORDERED	SHIPPED	B/O	UNIT	ITEM NUMBER	ITEM DESCRIPTION	PRICE		AMOUNT
					Inspection and Cleaning of the 2-Million Gallon Natgun _R Water Storage Tank <u>Work Performed:</u> April 13, 2006			\$2,675.00

Interest of 1½% per month (18%
per annum) will be charged on
invoices not paid at maturity.

INVOICE SUBTOTAL	SHIPPING CHARGES	SALES TAX	MISCELLANEOUS		INVOICE TOTAL
\$2,675.00				PAY THIS AMOUNT	\$2,675.00

WHITE - CUSTOMER

CANARY - RETAIN

PINK - FILE COPY

Thank You!

AGREEMENT

BETWEEN
UNDERWATER SOLUTIONS INC. AND
PLYMOUTH WATER COMPANY, PLYMOUTH, MASSACHUSETTS
FOR THE INSPECTION AND CLEANING OF THE 2-MILLION GALLON NATGUN®
WATER STORAGE TANK AS FOLLOWS:

The Plymouth Water Company, Plymouth, Massachusetts agrees to have Underwater Solutions Inc. perform the above mentioned work as per the stated terms and conditions stated on the proposal dated November 30, 2005 (copy attached).

PERSONNEL: (2) Divers
(1) Tender

GEAR: Complete Sanitized Inspection/Cleaning Dive Station
(All gear sanitized and utilized only in potable water.)


3" Pump
3" Suction Hose
3" Discharge Hose
25 CFM Compressor
300' Dive Rig
Ladders
Bailout Bottle
Emergency Air
Volume Tank and Filter
Communications Box
200 ppm Chlorine Solution
35-mm Camera
Manifold
Dry Suit
SuperLite Helmet
Miscellaneous Tools

SUBMITTALS: Comprehensive report and corresponding 35-mm photographs to be submitted after completion of work.

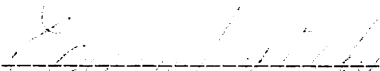
COST: While mobilized in the area calendar year 2006.
Inspect and clean up to 6" of sediment: \$2,675.00*

TERMS: Net 15 days from date of work performed.

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:



UNDERWATER SOLUTIONS INC.
Signature of Authorized Representative



PLYMOUTH WATER CO., PLYMOUTH, MA
Signature of Authorized Representative

President November 30, 2005

Title Date

Controller 12/20/05

Title Date

*All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allow access around the circumference of the tank, and have good, sound ladder access to the rooftop. All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. At the time this project is to be conducted, the water level within this structure must be within 10' of overflow. It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for cleaning projects.



***INSPECTION AND CLEANING OF THE 2-MILLION GALLON
NATGUN® WATER STORAGE TANK***

***PLYMOUTH WATER COMPANY
PLYMOUTH, MASSACHUSETTS***

APRIL 13, 2006

SCOPE:

On April 13, 2006, Underwater Solutions Inc. conducted an inspection of the 2-million gallon Natgun® water storage tank to provide information regarding the overall condition and integrity of this structure and removed the sediment accumulation found on the floor of the structure.

EXTERIOR INSPECTION:

The entire exterior of this water storage tank (and components) was inspected to include walls, overflow, roof, vent and hatch.

Walls

The exterior wall surfaces were inspected and found with with very sound structural conditions and free of voiding.

Numerous tight shrinkage cracks exist within the shotcrete finish throughout all elevations of these walls. These cracks do yield some mild efflorescence while no hollows or exposed prestressing wires exist at this time.

A heavy mildew accumulation exists on all exterior walls throughout the tank circumference. Also found within the lowest 10' of these walls is a significant amount of spray-painted graffiti.

**INSPECTION AND CLEANING OF THE 2-MILLION GALLON
NATGUN® WATER STORAGE TANK
PLYMOUTH WATER COMPANY
PLYMOUTH, MASSACHUSETTS
APRIL 13, 2006
PAGE 2**

Overflow

The 8" inside diameter overflow pipe remains secure as the flap cap is bolted in place. This pipe is located 40" above the ground and has all flange hardware remaining in good condition.

Roof

The entire rooftop of this water storage tank was found sound. These precast panels remain free of defects at this time.

Spalling of the theroseal coating was found on approximately 15% of the rooftop exposing the concrete surfaces. Also found were two areas where the grout between roof panels has spalled.

Opposite the hatch, one 30" long by 6" wide and 1/2" deep spall was found. Also located opposite the hatch a second area of spall was found in a panel joint measuring 40" long by 5" wide and 1/4" deep.

All surrounding concrete was found to be sound.

Vent

The vent IS located in the center of the domed rooftop having a 20" inside diameter and standing 24" tall. This fiberglass structure remains securely bolted in place and having a good, sound screen. Several bullet holes were found within the fiberglass cap which covers the vent.

Hatch

One 36" by 30" access hatch provides entry to this structure through the roof dome. This hatch was found in very good condition at the time of this inspection. Although the hatch was found unlocked upon our arrival, a lock was installed upon completing this project.

INTERIOR INSPECTION:

The entire interior of this water storage tank (and components) was inspected to include sediment accumulations, floor, piping, walls, overhead, overflow and aesthetic water quality.

***INSPECTION AND CLEANING OF THE 2-MILLION GALLON
NATGUN® WATER STORAGE TANK
PLYMOUTH WATER COMPANY
PLYMOUTH, MASSACHUSETTS
APRIL 13, 2006
PAGE 3***

Sediment Accumulations

A uniform layer of precipitate was found on all floor surfaces of this tank ranging from 1/4" to 3/4" throughout.

Upon completing this inspection, all floor surfaces were vacuumed.

Floor

After removing all precipitate, the concrete floor surfaces were inspected. The entire floor was found sound, free of fatigue and having mild staining as a result of the precipitate accumulation.

Piping

Two 12" inside diameter pipes penetrate the tank floor within 26" by 26" by 7" sumps. Each of these pipes stand 12" tall and were found free of obstructions at the time of this inspection.

Approximately 10' in from the wall, a 3/4" inside diameter copper pipe extends up through the floor standing 14" tall. A 90° elbow installed at the top of this pipe turns its direction towards to center of the tank. This pipe was also found to be unobstructed.

Walls

All interior wall surfaces were inspected beginning at the floor and spiraling the circumference up to the water surface.

These interior wall panel surfaces were found with sound conditions while some scouring of the concrete surfaces has occurred within the working zone of the tank.

Beginning approximately 10' below the roof and extending down approximately 8', a mild 1/8" deep layer of scouring spans the entire circumference of the tank. This condition is consistent with an ice accumulation on the water surface moving up and down during winter operation.

At this time, all surrounding and underlying concrete is sound and in good condition.

***INSPECTION AND CLEANING OF THE 2-MILLION GALLON
NATGUN® WATER STORAGE TANK
PLYMOUTH WATER COMPANY
PLYMOUTH, MASSACHUSETTS
APRIL 13, 2006
PAGE 4***

The four rust stains within the fourth wall panel west of the entry hatch found during our prior inspection of August 22, 2001 have not changed. These areas remain sound and appear consistent to where steel hardware was placed in the panel during construction.

Mild staining was found on all interior wall surfaces extending from 6' below the roof down to the floor.

Overhead

The entire overhead of this storage tank was inspected from the water surface and was found to be free of defects and having no indications of fatigue. The mild efflorescence staining found during our previous inspection remains, yet has not increased within any areas of the dome.

Overflow

The overflow structure consists of an 8" inside diameter pipe cast into a concrete box formed into the wall panel directly below the hatch. The concrete box runs down the wall of the tank and ends 13" off the tank floor. This overflow structure is placed such as to allow overflow of the tank when the water level reaches 33'8" in depth. No obstructions were found within this pipe at the time of our inspection.

Aesthetic Water Quality

The aesthetic water quality within this tank was found to be good. This condition allowed our visibility during this inspection to be unlimited.

CONCLUSION:

It is the opinion of Underwater Solutions Inc. that this water storage tank remains in good condition.

Continued decline in the aesthetic appearance of the exterior walls continues as the mold and graffiti has greatly increased.

**INSPECTION AND CLEANING OF THE 2-MILLION GALLON
NATGUN® WATER STORAGE TANK
PLYMOUTH WATER COMPANY
PLYMOUTH, MASSACHUSETTS
APRIL 13, 2006
PAGE 5**

We strongly recommend high-pressure washing all exterior surfaces of this structure allowing improvement in the appearance while also allowing monitoring of the craze cracking within the shotcrete finish.

There are two areas of spall within the grout between two roof panels on the opposite side of the dome from the hatch.

We recommend that Natgun Corporation evaluate and make recommendations for repairing these areas. We also recommend that Natgun Corporation be retained to reapply a coating to these roof panels as a good deal of the present coating system has spalled away.

Natgun Corporation
11 Teal Road
Wakefield, MA 01880
Contact: Joseph G. Manzi, Jr.
Tel. No.: 781-246-1133

The interior surfaces of the tank to include floor, walls and overhead remain sound at this time. Mild scouring of the concrete wall surfaces has occurred within the working zone of the tank, yet this condition is completely nonstructural at this time.

Upon completing this inspection, all floor surfaces were vacuumed.

As always, we recommend reinspection and cleaning of all water storage facilities in accordance with A.W.W.A. Standards and local guidelines.



UNDERWATER SOLUTIONS INC.
Christopher A. Cole, Project Manager

This report, the conclusions, recommendations and comments prepared by Underwater Solutions Inc. are based upon spot examination from readily accessible parts of the tank. Should latent defects or conditions which vary significantly from those described in the report be discovered at a later date, these should be brought to the attention of a qualified individual at that time. These comments and recommendations should be viewed as information to be used by the Owner in determining the proper course of action and not to replace a complete set of specifications. All repairs should be done in accordance with AWWA Standards.

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Ellen Kitchell

DTE 1-20 Refer to Exh. SBA-1, Sch. R-5. Please provide all workpapers, calculations, assumptions, etc., used to derive the proposed leak detection survey program expense of \$1,638.

RESPONSE: The leak detection survey was completed on March 3, 2006. It was conducted by Sarian Company, Inc. Please see attached.

Sarian Company, Inc.

8 Jan Sebastian Drive

Unit 24

Sandwich, MA 02563

Phone: 508-888-7262 Fax: 508-888-8313

Invoice

Date	Invoice #
3/3/2006	5353

Bill To:

Plymouth Water Company
ATTN: Ms. Ellen Kitchell
133 Raymond Road
Plymouth, MA 02360

Description	Amount
<p>Plymouth Water Company Leak Detection Survey - approximately 15 miles of water main</p> <p>As per Proposal dated February 7, 2006</p>	1,638.00

Thank you for your business.

Total**\$1,638.00**

March 3, 2006

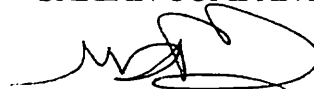
Ms. Ellen Kitchell
Plymouth Water Company
133 Raymond Road
Plymouth, MA 02630

Ellen:

We have completed our Leak Detection Survey of the water distribution system, as per our quote to you of February 7, 2006. Two hydrants were found to be leaking, one at 7 Thompson Circle, the other at 367 Raymond Road. Both hydrants are in need of replacement of the main valve. We have enclosed two copies of a leak detection report for your files.

We estimate that two men should be able to repair these hydrants in one day, with repair parts as needed. Approximate cost of the repair parts is approximately \$200.00.

Sincerely:
SARIAN COMPANY, INC.



Marisa Picone-Devine

Freeman Circle	Freeman Drive	Gabriel Lane
Garrett Place	Gunning Point Road	Jennifer Circle
Joyce Drive	Kim Circle	Kirk Circle
Little Sandy Pond Rd	Long Duck Pond Rd	Lunn's Way
Lynn Circle	Marshall Drive	Moraski Lane
Morton Road	Nathan Lane	Paulette Terrace
Perseverance Path	Persistence Cove	Raymond Road
Sweeney Lane	Thompson Circle	Welton Drive
Wyndham Hill Drive	Zion's Place	

1)	DATE:	Tuesday, February 21, 2006
	LOCATION OF LEAK:	367 Raymond Road
	DESCRIPTION OF LEAK:	Hydrant Leak
	ESTIMATED LEAKAGE	1 Gallon per minute
2)	DATE:	Wednesday, February 22, 2006
	LOCATION OF LEAK:	7 Thompson Circle
	DESCRIPTION OF LEAK:	Hydrant Leak
	ESTIMATED LEAKAGE	1 Gallon per minute

3

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Stephen B. Alcott

DTE 1-21 Refer to Exh. SBA-1, Sch. R-5. Please provide the basis for the proposed three-year amortization period associated with the Company's programmed maintenance expense.

RESPONSE: The proposed adjustment for programmed maintenance expense includes three activities required on an ongoing basis which may not be fully completed in any single 12 month period – gate/hydrant valve inspection & maintenance, tank cleaning & inspection and leak detection surveys. The amortization period is based on the frequency recommended by the water company's licensed operator that these three activities be completed approximately every three years.

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Ellen Kitchell

DTE 1-22 Refer to Exh. SBA-1, Sch. R-7. Please provide the most current property
tax bills received by the Company.

RESPONSE: Copies attached.

Town Of Plymouth

EDWARD B. MACCAFERRI JR-Collector of Taxes
First Quarter Preliminary Real Estate Bill
11 Lincoln St.
Plymouth, MA 02360
www.plymouth-ma.us

Bill #:
18745

PLYMOUTH WATER COMPANY
133 RAYMOND RD
PLYMOUTH, MA 02360-0000

Parcel ID:

113*000*1301A000

Tax Summary

1st Quarter:	\$1,596.86
2nd Quarter:	\$1,596.85
Total Prelim Tax	\$3,193.71
Total CPA Tax	\$47.91
Total District Tax	\$0.00

FISCAL YEAR 2007

Your preliminary tax for the Fiscal Year beginning July 1, 2006 and ending June 30, 2007 on the parcel of Real Estate described below is as follows:

Property Description

LUNN'S WAY

Please Note: There are no tax rates, assessments, or valuations on this bill.

Account Summary

	1st Payment Payable Aug. 1, 2006	2nd Payment Payable Nov. 1, 2006
Preliminary Tax	\$1,596.86	\$1,596.85
District Tax	\$0.00	\$0.00
CPA Charge (Community Preservation Act)	\$23.96	\$23.95
Total Amount Due By August 1, 2006	\$1,620.82	

Interest at the rate of 14 % per annum will accrue on overdue payments from the due date until payment is made

108110187450001620820000000020060801200701009

TOWN OF PLYMOUTH
EDWARD B. MACCAFERRI JR
COLLECTOR OF TAXES
11 LINCOLN ST
PLYMOUTH, MA 02360



This is your FIRST QUARTER PRELIMINARY REAL ESTATE TAX BILL for FISCAL 2007. It is due and payable on AUGUST 1, 2006.

Stickers by mail: Visit our web site at www.plymouth-ma.gov for a mail in application.

All online Real Estate checks must have the Parcel ID number on the check.

Please mail all online checks to: Town of Plymouth
11 Lincoln St
Plymouth, MA 02360

Make checks payable to: Town of Plymouth

Please use the enclosed envelope and mail your payment to:

Town of Plymouth
PO Box 55788
Boston, MA 02205-5788

A drop box is available at the front door of the town hall for after hour payments.

*****NO CASH PAYMENTS IN THE DROP BOX*****

If you have any questions regarding the assessed value of your property, applying for an abatement or changing your mailing address, please contact the Assessing Department. All other questions, please contact the Treasurer/Collector's Department.

Office Hours:

Monday - Friday
8:00 AM to 4:30 PM

Assessor's Office

(508)747-1620
Ext: 152 or Ext: 155

Tax Collector's Office

(508)747-1620
Ext: 161, Ext: 163 or Ext: 165

5207/25255

Town Of Plymouth

EDWARD B. MACCAFERRI JR-Collector of Taxes
First Quarter Preliminary Real Estate Bill
11 Lincoln St.
Plymouth, MA 02360
www.plymouth-ma.us

Bill #:
18746

PLYMOUTH WATER COMPANY INC
133 RAYMOND RD
PLYMOUTH, MA 02360-0000

Parcel ID:
123*001P1068000*

Tax Summary	
1st Quarter:	\$2,585.11
2nd Quarter:	\$2,585.10
Total Prelim Tax	\$5,170.21
Total CPA Tax	\$77.56
Total District Tax	\$0.00

FISCAL YEAR 2007

Your preliminary tax for the Fiscal Year beginning July 1, 2006 and ending June 30, 2007 on the parcel of Real Estate described below is as follows:

Property Description
LYNN CIR

Please Note: There are no tax rates, assessments, or valuations on this bill.

Account Summary

	1st Payment Payable Aug. 1, 2006	2nd Payment Payable Nov. 1, 2006
Preliminary Tax	\$2,585.11	\$2,585.10
District Tax	\$0.00	\$0.00
CPA Charge (Community Preservation Act)	\$38.78	\$38.78
Total Amount Due By August 1, 2006	\$2,623.89	

Interest at the rate of 14 % per annum will accrue on overdue payments from the due date until payment is made

108110187460002623890000000020060801200701006

TOWN OF PLYMOUTH
EDWARD B. MACCAFERRI JR
COLLECTOR OF TAXES
11 LINCOLN ST
PLYMOUTH, MA 02360



This is your FIRST QUARTER PRELIMINARY REAL ESTATE TAX BILL for FISCAL 2007. It is due and payable on AUGUST 1, 2006.

Stickers by mail: Visit our web site at www.plymouth-ma.gov for a mail in application.

All online Real Estate checks must have the Parcel ID number on the check.

Please mail all online checks to: Town of Plymouth
11 Lincoln St
Plymouth, MA 02360

Make checks payable to: Town of Plymouth

Please use the enclosed envelope and mail your payment to:
Town of Plymouth
PO Box 55788
Boston, MA 02205-5788

A drop box is available at the front door of the town hall for after hour payments.

NO CASH PAYMENTS IN THE DROP BOX

If you have any questions regarding the assessed value of your property, applying for an abatement or changing your mailing address, please contact the Assessing Department. All other questions, please contact the Treasurer/Collector's Department.

Office Hours:

Monday - Friday
8:00 AM to 4:30 PM

Assessor's Office

(508)747-1620
Ext: 152 or Ext: 155

Tax Collector's Office

(508)747-1620
Ext: 161, Ext: 163 or Ext: 165

5216/25255

Town Of Plymouth

EDWARD B. MACCAFERRI JR-Collector of Taxes
First Quarter Preliminary Real Estate Bill
11 Lincoln St.
Plymouth, MA 02360
www.plymouth-ma.us

Bill #:
18747

PLYMOUTH WATER COMPANY INC
133 RAYMOND RD
PLYMOUTH, MA 02360-0000

Parcel ID:
123*001P1069000*

FISCAL YEAR 2007

Your preliminary tax for the Fiscal Year beginning July 1, 2006 and ending June 30, 2007 on the parcel of Real Estate described below is as follows:

Tax Summary	
1st Quarter:	\$354.20
2nd Quarter:	\$354.20
Total Prelim Tax	\$708.40
Total CPA Tax	\$10.63
Total District Tax	\$0.00

Property Description

LYNN CIR

Please Note: There are no tax rates, assessments, or valuations on this bill.

Account Summary

	1st Payment Payable Aug. 1, 2006	2nd Payment Payable Nov. 1, 2006
Preliminary Tax	\$354.20	\$354.20
District Tax	\$0.00	\$0.00
CPA Charge (Community Preservation Act)	\$5.32	\$5.31
Total Amount Due By August 1, 2006	\$359.52	

Interest at the rate of 14 % per annum will accrue on overdue payments from the due date until payment is made

108110187470000359520000000020060801200701006

TOWN OF PLYMOUTH
EDWARD B. MACCAFERRI JR
COLLECTOR OF TAXES
11 LINCOLN ST
PLYMOUTH, MA 02360



This is your FIRST QUARTER PRELIMINARY REAL ESTATE TAX BILL for FISCAL 2007. It is due and payable on AUGUST 1, 2006.

Stickers by mail: Visit our web site at www.plymouth-ma.gov for a mail in application.

All online Real Estate checks must have the Parcel ID number on the check.

Please mail all online checks to: Town of Plymouth
11 Lincoln St
Plymouth, MA 02360

A drop box is available at the front door of the town hall for after hour payments.

NO CASH PAYMENTS IN THE DROP BOX

Make checks payable to: Town of Plymouth

Please use the enclosed envelope and mail your payment to:
Town of Plymouth
PO Box 55788
Boston, MA 02205-5788

If you have any questions regarding the assessed value of your property, applying for an abatement or changing your mailing address, please contact the Assessing Department. All other questions, please contact the Treasurer/Collector's Department.

Office Hours:
Monday - Friday
8:00 AM to 4:30 PM

Assessor's Office	Tax Collector's Office
(508)747-1620	(508)747-1620
Ext: 152 or Ext: 155	Ext: 161, Ext: 163 or Ext: 165

5205/25255

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Stephen B. Alcott

DTE 1-23 Refer to Exh. SBA-1, Sch. R-9. Please provide invoices, bills, etc., for the rate case expense reported for legal, rate consultant, and other direct expenses. Continue to supplement your response to this information request throughout the duration of this proceeding (e.g., DTE 1-23 -Supp A).

RESPONSE: Invoices received to date are attached.

ALCOTT ASSOCIATES

44 Laurel Street, Somerville, MA 02143

Phone: (617) 625 - 8653

Fax: (413) 618-1187

Email: sbalcott@aol.com

INVOICE

FOR SERVICES RENDERED

July 1, 2005 – June 30, 2006

July 17, 2006

Ms. Ellen Kitchell
Comptroller
Plymouth Water Company
c/o J H Lynch & Sons Inc.
50 Lynch Place
Cumberland, RI 02864

Professional services in connection with the review and analysis of the water rates and revenues of the Plymouth Water Company, including preparation of a water rate case for submission to the Massachusetts Department of Telecommunications & Energy, preparation of supporting testimony and exhibits, assistance in responding to discovery, settlement and hearings, and such other work as requested by the Company.

Activity

Conclude general review of Company financial data including preparation of reconstructed additions to plant additions, depreciation reserve and contributions in aid of construction. Prepare spreadsheets for client review and provide recommendations for complying with DTE accounting requirements. Complete preparation of rate case including updating data for 2005 test year and preparation of testimony, exhibits and filing letter. Meet with client 11/14/05 to review case preparation and objectives. Meet with client 5/16/06 to review proposed rate increase, rate design and land value. Submit rate case filing to DTE 6/16/06. Maintain telephone, fax and email communications with client.

<u>Billable Charges</u>	<u>Hours</u>	<u>Rate</u>	<u>Charges</u>
Principal Consultant	1.50	\$175	\$ 262
Travel Time (25% rate)	4.00	\$ 44	176
Senior Analyst/Engineer	7.00	\$140	980
Analyst/Engineer	35.00	\$120	4,200
Technical Analyst	93.75	\$ 70	6,562
Administration & Support	<u>73.50</u>	\$ 40	<u>2,940</u>
	214.75		15,120
Expenses*			189

Total Charges this invoice	\$ 15,309
Less Deferred Charges	<u>3,000</u>
Amount due and payable this invoice	\$ 12,309

* Mileage Somerville, MA / Cumberland, RI, 2 trips, \$44.50 each; plus DTE filing fee, \$100.

** It is proposed to review these deferred charges when total fees are known.

ALCOTT ASSOCIATES

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INVOICE

FOR SERVICES RENDERED

through June 30, 2005

July 23, 2005

Ms. Ellen Kitchell
Comptroller
Plymouth Water Company
c/o J H Lynch & Sons Inc.
50 Lynch Place
Cumberland, RI 02864

Professional services in connection with the review and analysis of the water rates and revenues of the Plymouth Water Company, including preparation of a water rate case for submission to the Massachusetts Department of Telecommunications & Energy, preparation of supporting testimony and exhibits, assistance in responding to discovery, settlement and hearings, and such other work as requested by the Company.

Activity

Conduct general review of Company financial data including 2003 and 2004 Annual Returns to DTE. Analyze historic data for plant additions, depreciation and contributions in aid of construction. Prepare spreadsheets for client review. Provide recommendations for reconciling historic data and for complying with DTE accounting requirements. Begin preparation of rate case: prepare list of data needs; review data submitted by client; begin calculating pro forma adjustments to test year. Maintain telephone, fax and email communications with client.

<u>Billable Charges</u>	<u>Hours</u>	<u>Rate</u>	<u>Charges</u>
Principal Consultant	0	\$175	\$ 0
Travel Time (25% rate)	0	\$ 44	0
Senior Analyst/Engineer	4.50	\$140	630
Analyst/Engineer	6.75	\$120	810
Technical Analyst	23.00	\$ 70	1,610
Administration & Support	<u>16.50</u>	\$ 40	<u>660</u>
	50.75		3,710
Expenses			0

Total Charges due and payable for this invoice**\$ 3,710.00**

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Ellen Kitchell

DTE 1-24 Refer to the Company's 2005 Annual Return at 303. Please provide an itemized breakdown of the expenses booked to Account 610-11, "Miscellaneous General Expenses."

**RESPONSE: Management Fees to J H Lynch & Sons, Inc.
for executive, financial & operational management \$18,000**

**Rent paid to A. J. Pond Trust:
200 sq. ft. office space, \$125/mo. 1,500**

Miscellaneous costs:		
American Water Works membership	\$ 87	
Annual report fee	135	
Bank charges	293	
License renewals	<u>70</u>	
		<u>585</u>
Total Account 610-11		\$20,085

PLYMOUTH WATER COMPANY RESPONSES TO
FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
D.T.E. 06-53

RESPONDENT: Stephen B. Alcott

DTE 1-27 Refer to Mr. Alcott's prefiled testimony at 9. Please explain why the Company has proposed four increasing block rate steps.

RESPONSE: The current usage per customer is approximately twice the normally expected residential usage. In the witness' experience the average residential usage is approximately 2,500 cubic feet per quarter, which is approximately equivalent to 200 gallons per day. A usage rate in excess of 2 times the average may be properly classified as a "high" level of usage. The proposed rate structure is intended to provide a strong signal to ratepayers whose usage is significantly above typical residential usage levels. Four blocks are proposed in order to avoid excessive increases on customer bills at or below the average usage level. The equivalent average daily usage and the degree of increase for the proposed block rate steps is shown below.

	<u>Gallons per Day</u>	<u>Ratio to 1st Block Rate</u>
First 1500 cubic feet per quarter	123	1.00
Next 3000 cubic feet per quarter	369	1.16
Next 4500 cubic feet per quarter	738	1.71
Over 9000 cubic feet per quarter	over 738	2.15